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# **SEIU**

**LOCAL 1107**



# **AGREEMENT**

**November 3, 2020 - June 30, 2024**

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**ARTICLE 1  
Agreement**

This Agreement is made and entered into on November 3, 2020, by and between the Service Employees International Union, Local 1107, hereinafter referred to as the "Union," and the University Medical Center of Southern Nevada, a County hospital created pursuant to NRS Chapter 450, hereinafter referred to as "UMC."

**ARTICLE 2  
Intent**

It is the purpose of the Agreement to promote and provide a responsible labor relations policy between UMC and the employees covered herein; to secure an orderly and equitable disposition of grievances which may arise under the Agreement; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the rates of pay, wages and other specified conditions of employment of the employees covered by this Agreement. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of UMC expressly provided for by federal law, state statutes and local ordinances, except as expressly limited herein.

The Union and UMC agree to jointly conduct training of supervisory personnel and other employees relative to the new provisions of the contract. Within thirty (30) calendar days of final ratification of the Agreement, a committee of no more than three (3) members of each bargaining committee will meet to develop a training program and schedule. Such training shall be commenced and completed within six (6) months of final ratification of the Agreement.

**ARTICLE 3  
Recognition**

1. UMC hereby recognizes the Union as the sole and exclusive collective bargaining representative of UMC employees assigned to the classifications listed in Appendix A who are eligible to be represented by the Union except as limited by Section 3 of this Article. Any proposed additions or deletions to these classifications shall be furnished to the Union thirty (30) calendar days in advance for review and consultation prior to any formal action by UMC. Both parties recognize that the Union retains its right to appeal under the provisions of NRS 288.170. UMC and SEIU recognize that there is a difference between lead and supervisory positions. A position identified as supervisory by UMC may be excluded from membership in this bargaining unit.
2. When a new job classification is established or an existing one is materially changed, UMC will submit a copy of the new or modified classification description in writing with proposed wage and bargaining unit assignment to the Union Executive Director or other Union officer designated in writing thirty (30) calendar days prior to implementation unless both parties mutually agree on a shorter time frame for implementation. Any unresolved differences of opinion between the parties in regard

to wages will be subject to the grievance/arbitration procedure and differences of opinion in regard to bargaining unit assignment will be subject to the provisions of NRS 288.170.

If matters of compensation are submitted to arbitration, the arbitrator shall realize that UMC has adopted a system of classification and compensation.

3. UMC employees who are excluded from the bargaining unit are as follows:
  - a. Those employees certified to another bargaining unit under the provisions of NRS Chapter 288
  - b. Administrative employees as defined in Appendix D
  - c. Confidential employees as defined in Appendix D
  - d. Temporary employees to the extent defined in Section 4 of this Article
  - e. Volunteers
  - f. Students, residents, and interns
4. The term "temporary employee" shall be defined as an individual employed in a position established for a specific period of time (normally less than sixty (60) calendar days) or for the duration of a specific project or group of assignments, but not to exceed 119 working days under any circumstances.
5. Subject to the provisions of NRS Chapter 288, UMC reserves the right to withdraw recognition of the Union in the event the Union:
  - a. fails to present a copy of each change in its constitution or bylaws, if any, or to give notice of any change in the roster of its officers, if any, and representatives;
  - b. disavows its pledge not to strike against the local government employer under any circumstances;
  - c. ceases to be supported by a majority of the local government employees in the bargaining unit for which it is recognized;
  - d. fails to negotiate in good faith with the local government employer.
6. UMC shall provide by the 15<sup>th</sup> of each month to the Union the following:
  - a. A separate report identifying new hires, temporary employees, current bargaining unit eligible employees, terminated employees, classification changes for employees (promotions, demotions and reclassifications), and transfers.

- b. Each report shall be submitted in alphabetical order and in an available format and media mutually agreed to by the Union and UMC
- c. Each report shall list the following information: employee's name, PRNR, home address, member/non-member status, classification (job title), employment status (full time, part time, or per diem), department name, date of hire, benefit accrual date, number of hours paid in that month, and wage rate.
- d. Classification changes (promotions, demotions, reclassifications), in addition to the information identified in Section C above, shall identify the previous classification and the new classification and the effective date of the change.
- e. Transfers, in addition to the information identified in Section C above, shall identify the previous department, the new department, the effective date of the transfer.
- f. All information is furnished for the exclusive use of the Union and shall not be used for any other purpose or be given to any other person or organization without the express written approval of the employee involved. Unless otherwise identified above, these reports shall be provided to the Union no later than the 15<sup>th</sup> of each month.

#### **ARTICLE 4 Discrimination Clause**

1. UMC and the Union shall each apply the provisions of this Agreement equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, sexual orientation, age, disability, national origin, or because of political or personal reasons or affiliations. For those subject matters which the Nevada Equal Rights Commission (NERC) has jurisdiction, the procedures found in Article 9, Section 3 (D) of this Agreement shall apply.

#### **ARTICLE 5 Management Rights**

1. UMC is entitled, without negotiation, to the sole right and authority to operate and direct the affairs of UMC in all its various aspects. Those rights include but are not limited to the following:
  - a. Hire, direct, promote, assign, transfer or take disciplinary action against any employee, but excluding the right to harass an employee through

reassignment or transfer as a form of discipline. Transfers and reassignments for the improvement of personnel staffing and utilization shall not be deemed a form of discipline.

- b. Reduce in force or lay off any employee because of lack of work, low census conditions, lack of funds, or for other conditions. In exercising this right, UMC shall comply with all other provisions of the NRS, if any.
  - c. Determine appropriate staffing levels and staffing ratios, job assignments, work schedules, shift assignments, the starting time for each shift, and performance standards except for safety considerations.
  - d. Determine the content of the work day including, without limitation, work load factors except for safety considerations.
  - e. Determine the quality and quantity of services to be offered to the public, the means and methods of offering those services, and to change such methods or procedures, including the use of new equipment or facilities.
  - f. Extend, limit, curtail or subcontract its operations, including the right to use the services of registry/agency personnel.
  - g. Promulgate, revise and modify rules, regulations and personnel policies.
  - h. Take whatever actions may be necessary to carry out its responsibilities in situations of emergency.
2. All rights and responsibilities of UMC not specifically modified by the Agreement shall remain the functions of UMC. The above enumerated management rights shall not contravene the expressed terms of this Agreement and shall be subject thereto.
  3. Any Human Resources policy created by UMC must be communicated in writing to the Union Executive Director or other Union officer designated in writing thirty (30) calendar days in advance of implementation. Prior to implementation, upon request by the Union, UMC will meet and confer with the Union concerning the impact of the implementation of the policy on the bargaining unit. If the employee is required to sign an acknowledgment of any such Human Resources policy, a copy of the signed document shall be provided to the employee, if the employee requests it.
  4. In such event a section or provision of any Human Resources policy created by UMC conflicts with this Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail.

## ARTICLE 6 Employee Rights

1. Neither UMC nor the Union shall interfere with the right of the employees covered by this Agreement to become or not become members of the Union, and there shall not be discrimination against any such employees because of lawful Union membership or non-membership activity or status. The right to join and participate in Union functions shall be recognized as extending to participation in the management of the Union in the capacity of a Union Officer or representative.
2. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees eligible for membership in the bargaining unit. UMC recognizes the right of the Union to charge nonmembers of the Union a reasonable service fee for representation in appeals, grievances and hearings.
3. UMC agrees that each employee shall have the right to review and photocopy materials contained in his/her personnel file. An employee's Union representative may review and photocopy any and all documents contained in the personnel file, if he/she has provided Human Resources with a written release signed by the employee. There is only one (1) personnel file. It is understood that the personnel file shall be made available to the employee during normal business hours and that a nominal fee may be charged for copying. It is UMC's policy not to release information in the employee's personnel file beyond the dates of employment, and job title (classification), unless authorized in writing by the employee or unless required by federal or state law.
4. Each employee shall receive a copy of any formal performance evaluation, or disciplinary action, before such material is placed in his/her personnel file. The employee shall sign and date such material only as proof of receipt. The employee shall have the right to respond in writing within twenty-one (21) calendar days from the date such material was presented to the employee and to have such response placed in the file. An employee who wishes to discuss his/her performance evaluation with the evaluator's supervisor may request to do so, in writing, within seven (7) calendar days of the initial evaluation. This meeting will be held within twenty-one (21) calendar days from the date of request. At this meeting, the evaluator will explain reasons for and provide any existing documentation relied upon to support sub-standard performance ratings in the evaluation. This is the sole procedure under this Agreement for appeal or discussion of an employee's performance evaluation. Employee evaluations are not subject to the grievance and arbitration procedure contained in Article 9 of the Collective Bargaining Agreement.
5. Any disciplinary action (written warnings and suspensions) issued will automatically be removed after twelve (12) months from the date of the discipline providing no ensuing discipline of the same or similar nature (i.e. any and all discipline categories that relate to each other such as conduct related,

performance related, attendance related) occurred and shall not be used in future disciplinary matters. Upon removal, the written reprimand and/or suspension will be sent to the employee.

6. UMC and SEIU, Local 1107 shall not tolerate harassment or unprofessional conduct by any employee (regardless of bargaining unit or managerial status or position within the Union). Such action will be grounds for disciplinary action. UMC shall take all reasonable steps within its control to protect patients, employees and the public from assault, harassment or unprofessional conduct. Any complaints pursuant to this section shall be reduced to writing within ten (10) working days of the occurrence and submitted to the Chief Human Resource Officer for handling. The Chief Human Resource Officer shall inform the affected employee in writing within ten (10) working days as to the disposition of the complaint. Complaints regarding the conduct of employees of the Union shall be submitted to the SEIU, Local 1107 President. Examples of harassment include the following:
  - a. Repeated threats of discipline without action ultimately being taken
  - b. Threats of violence toward another person
  - c. Displaying abusive gestures or language during work hours
  - d. Disciplinary action which is not issued within a reasonable time frame. A reasonable time frame will include time to investigate and the availability of the parties involved
  - e. Reprimands in public
  - f. Retaliation for registering or responding to a complaint through the chain of command or established reporting mechanism.
7. Every employee has the right to Union representation in any investigative meeting that the employee reasonably believes will result in disciplinary action against that employee. Meetings with management to discuss performance evaluations, general counseling sessions and meetings where the employee is told by their manager that there will be no disciplinary action to that employee as a result of this meeting are examples of meetings that generally would not be attended by a Union steward and to which the employee may not refuse to attend. To ensure the employee of his/her legal rights, UMC will identify for the employee the reason for the meeting and give the employee reasonable time to obtain a Union representative of his/her choice. For the purpose of this Agreement, reasonable time shall be defined as twenty-four (24) hours from the time the employee is notified of the impending meeting with management or five (5) hours from the time the employee is notified of the impending meeting with management if the meeting is to discuss an egregious violation. In those cases, an employee notified at the end of their shift will have until the beginning of their next shift to obtain a Union representative. An employee is entitled to

be represented by a steward at all meetings where discipline is given in writing. Unless mutually agreed to, the parties agree that the number of UMC and Union representatives present at the meeting will be equal.

8. No full-time or part-time employee shall be laid off, reduced in hours, or changed in shift, or days off because of the scheduling of per diems, temporary employees, agency or traveler employees, volunteers or special training programs, including but not limited to CWEP and Workers' Compensation Programs.
9. To the extent possible, UMC shall provide a report at the beginning of the month to the Union identifying the following:
  - a. the names of eligible employees, who have received or are receiving light duty during the previous calendar month;
  - b. where the light duty assignment is located; and,
  - c. how long the employee has been in the light duty assignment.

It is understood that the Union may receive a blank report should no eligible employees be assigned to light duty during the previous month.

#### ARTICLE 7 Union Rights

1. UMC and the Union recognize and agree that the activities conducted on behalf of the Union by its Officers, Stewards, negotiating committee members and Union representatives are essential in fostering and promoting a positive and productive relationship between the parties. UMC agrees that it will not in any manner or form, impose restrictions upon or subject such Union members to disparate treatment, discrimination or retaliation. UMC reserves the right to make necessary adjustments to schedules of Union representatives to ensure the operational needs of UMC are maintained. UMC will meet with the Union and discuss operational needs that require an adjustment to the work schedule prior to making such adjustment. Occasionally it may be necessary to make an immediate adjustment due to emergent situations. In such cases, the Union Executive Director or other officer designated in writing will be notified the next business day following the adjustment. Union representatives will be designated by the Union. The number of representatives allowable will be determined in the following manner.
  - a. The Union may designate one representative for every 50 bargaining unit eligible employees as calculated on July 1 of each year excluding alternates (ordinarily working different shifts) to perform normal Union representative duties as defined in this Agreement. Traditional rules of rounding will apply (i.e. 74 equals one; 75 equals two). At no time will there be more than one

representative for every 50 bargaining unit eligible employees eligible to use release time in order to conduct Union business.

- b. While the Union is free to choose its representative from UMC employees, it agrees that the number of representatives from any one department, division, work area, or shift will not hinder effective working relationships or productivity and delivery of hospital services.
  - c. The Union shall notify UMC, in writing, of the names of the representatives and their respective jurisdictional area, within thirty (30) calendar days of the effective date of any such designation.
2. Non-employee representatives of the Union shall be admitted to the premises of UMC, except for patient care areas and any restricted access areas, at reasonable times. This access shall include employee breakrooms. Such visitations shall be for the reasons of the administration of this Agreement. Representatives shall provide the Chief Human Resources Officer reasonable notice with the purpose for the visit prior to such visitations. Non-employee representatives may be required to be escorted by an individual Union member approved by the Chief Human Resources Officer while on the premises.
  3. The Union agrees that Union activities shall not interfere with the normal work duties of employees and that any contact with individual employees or groups of employees, unless mutually agreed otherwise, shall take place during the employees' non-work time, including but not limited to breaks and meal breaks.
  4. UMC reserves the right to designate a meeting place or to provide a representative to accompany a Union representative where operational requirements do not permit unlimited access.
  5. Before leaving their respective department, all Union representatives shall submit a release time form, which shall be made available in the department, to his/her immediate supervisor in order to receive release time from duty each time he/she conducts Union business. The representative shall not leave his/her respective department until he/she has notified the immediate supervisor of the need to conduct Union business and obtain either written or verbal (if release forms are not available) permission to do so. Representatives shall be relieved of duty unless operational demands prohibit granting the request. The Union representative will make every reasonable effort to provide his/her immediate supervisor as much advanced notice as possible of the need to conduct Union business as defined by paragraph 6 of this Article. In-as- much as possible, when the representative is notified of the need to represent a member 24 hours (or 5 hours in the case of an egregious violation) in advance, as described in other articles of this Agreement, the Union representative will be held responsible for notifying his/her immediate supervisor 24 hours (or 5 hours in the case of an egregious violation) in advance of the need to be absent from work to conduct Union business, provided that the effected employee has been notified at least 24 hours (or 5 hours in the case of an egregious violation) in advance of the meeting and advised of the purpose, time, date and site of the meeting, except when an employee's continued presence in the work

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place is unsafe for co-workers, the public or other UMC resources. Use of representative time shall not be abused by the employee and use of said time will not be unreasonably withheld by the immediate supervisor. Employees may select one of the other Union representatives in the absence of the respective representative who is on authorized leave or is otherwise unavailable. If no Union representative is available, the employee may use an employee of his/her choice. Employees using union release time are responsible for accurate and timely reporting of hours.

6. Union business shall include the investigation of grievances, representation of employees at meetings scheduled and held with management at any step of the grievance procedure, demotion/suspension/termination hearings, attendance at Labor/ Management meetings and monthly Union representative meetings. Only 20 representatives may use release time to attend the monthly Union representative meeting. Prior to the monthly Union representative meeting, the Union may request of the Chief Human Resources Officer that additional representatives be released to attend the meeting. Approval of such request will be at UMC's discretion; however, requests will not be unreasonably denied. Payment for such meetings will be processed upon receipt of the sign-in sheet from the Union in accordance with Section 7. All charges will be applied to a separate accounting code for identification purpose. Any other Union related activities shall be deducted from the hours defined in Section 8. Only one (1) representative shall be allowed to investigate a grievance or represent an employee during any one shift, regardless of the number of employees involved in a particular grievance. A newly elected or appointed steward may accompany a steward to two meetings or hearings with management as a silent observer. The observer may be released by his/her supervisor if operational demands allow and use Union bank time (approved by the President of SEIU) if attendance is during the steward's normal work time. Employees using union release time are responsible for accurate and timely reporting of hours.
7. The Union shall furnish UMC a copy of the record of attendance of the monthly Union representative meeting.
8. For each separate fiscal year covered by the term of this Agreement, the Union will be allocated a total of 300 hours leave without loss of pay for designated Union members to attend conferences, legislative sessions, conventions, and other Union business not specified in Section 6. Use of these hours must be approved by two of the Chief Stewards of UMC. If Union bank hours are exceeded, the employee shall be given the option to use Consolidated Annual Leave or Voluntary Unpaid Leave or Leave Without Pay, pursuant to Articles 21 and 23 of this Agreement. Per diem and/or travel shall not be provided by UMC. Such leave shall not be cumulative from fiscal year to fiscal year. UMC shall not be responsible for any industrial injury claims resulting from activities performed on behalf of the Union away from UMC work locations during normal work hours. Bank hours may be denied based on operational demands. Employees using union release time are responsible for accurate and timely reporting of hours.

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9. The parties agree to a pre-conference meeting prior to formal negotiations commencing to meet and confer to the logistics of negotiations including the number of team members and observers attending negotiation sessions.
10. If the Union President is an employee of UMC, he/she shall be granted 40 hours release time each week with pay including premiums and the accrual of all earned benefits to accomplish Union business. When an employee has completed his/her service as President, he/she shall be returned to his/her previous position without loss of any status or benefit governed by this Agreement.
11. The Union Chief Stewards shall be provided a combined 48 hours release time each week with pay including premiums and the accrual of all earned benefits in order to conduct duties associated with his/her office, or if the Union chooses, two (2) or more Chief Stewards each shall be granted a portion of the 48 hours release time for the week as agreed to by the Chief Stewards and the President of the Union. When an employee has completed his/her services as a Chief Steward he/she shall be returned to his/her previous position without loss of any status or benefit governed by this Agreement. In the absence of one of the Union Chief Stewards, the other Union Chief Steward(s) may be assigned additional hours, not to exceed 48 hours aggregate. If one of the Union Chief Stewards is not available, the President of the Union may designate the Vice President or one of the other Stewards to receive the release time normally assigned to that Chief Steward.
12. The Union Chief Stewards or their designee shall be allowed thirty (30) minutes during Human Resources New Hire Orientation for the purpose of orienting new employees to the Union and its structure. The time may not be used to make personal attacks or unfavorable comments regarding the administration and/or operations of UMC.
13. UMC shall provide the Union reasonable space (at least 24" x 36") on a designated bulletin board in a readily accessible area in each department that is normally used for communications to employees, to the Union for the posting of materials related to Union business. UMC shall provide a locked, glass enclosed bulletin board outside the cafeteria measuring at least 36 x 36 inches. Any materials posted on any bulletin board must be dated and initialed by a Union Officer, the Executive Director or Chief Steward responsible for the posting and the Union will make every reasonable effort to provide a copy of all materials posted to the Chief Human Resources Officer prior to or at the time of posting.
14. Union notices relating to the following matters may be posted without the necessity of receiving the Chief Human Resources Officer prior approval:
  - a. Union recreational and social affairs;
  - b. notice of Union meetings;
  - c. Union officers and committee appointments;

- d. notice of Union elections;
  - e. results of Union elections;
  - f. reports of standing committees and independent arms of the Union; and,
  - g. publications, rulings or policies of the Union.
15. All other notices of any kind not covered by (a) through (g) above must receive prior approval of the Chief Human Resources Officer. It is also understood that no material may be posted on any bulletin boards at any time which contain the following:
    - a. personal attacks upon any other member or any other employee;
    - b. scandalous, scurrilous or derogatory attacks upon the administration;
    - c. scandalous, scurrilous or derogatory attacks upon a candidate for a partisan political office.
  16. The Union and UMC agree that the LMC shall meet and agree on a clock in/clock out procedure acceptable to the Union and UMC within ninety (90) days of the effective date of this Agreement.

#### **ARTICLE 8 Employee Deductions**

1. UMC shall deduct from the wages of those employees who are members of the Union and pay over to the proper officers of the Union any monies which the Union advises may be due it from such members, provided that the employee who is a member of the Union has individually and voluntarily authorized such deductions to be made.
2. UMC agrees not to honor any checkoff authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees for the purpose of negotiation for wages, hours, and working conditions, and other fringe benefits for its members unless otherwise authorized by the Local Government Employee Management Relations Board.
3. The Union agrees to indemnify, defend and hold UMC harmless against any and all claims or suits that may arise out of or by reason of action taken by UMC in reliance upon authorization cards submitted by the Union to UMC. The Union agrees to refund to UMC any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.
4. The Union will certify to Human Resources, in writing, the current rate of membership dues. UMC will have thirty (30) days upon receipt of notification of change of rate to implement such change.



5. The Union will certify through Human Resources, in writing, the current rate of membership dues. Once the Union provides an employee signed or authorized dues deduction form to UMC either in paper or electronic form, UMC will make every reasonable effort to honor the dues deduction by the next payday of the month. However, in no event shall the deduction be accomplished later than the second (2nd) payday following the receipt of the dues deduction form. Dues shall be remitted to the Union by UMC on a monthly, bi-weekly or weekly basis coinciding with the pay periods of UMC, whichever the Union requests (with thirty (30) calendar days advance notice to Human Resources).
6. If an employee-member transfers to another bargaining unit position he/she shall be continued on the dues deduction rolls.
7. UMC shall deduct from each employee's check an amount voluntarily authorized for the COPE (Committee On Political Education) and submit monthly, bi-weekly, or weekly to the Union, whichever the Union requests. Once the Union provides an authorized deduction form for the COPE (Committee on Political Education) to UMC, UMC will make every reasonable effort to honor the COPE deduction by the next payday of the month. However, in no event shall the deduction be accomplished later than the second (2nd) payday following the receipt of the COPE deduction form. COPE deductions shall be remitted to the Union by UMC on a monthly, bi-weekly or weekly basis coinciding with the pay periods of UMC, whichever the Union requests (with thirty (30) calendar days advance notice to Human Resources).

**ARTICLE 9**  
**Grievance and Arbitration Procedure**

1. It is the intent of this Article to provide a means for the reasonable settlement of certain disputes between an employee(s), or the Union acting on behalf of an employee(s) and UMC, and/or the Union and UMC. The following definitions shall be applicable with regard to the purpose of this Agreement. Provisions specifically excluded in articles contained within this Agreement from this grievance and arbitration procedure are excluded from the provisions of this Article.

A grievance shall be defined as a dispute regarding the interpretation and application of the provisions of this Agreement filed by the Union or by an employee(s) or the Union acting on behalf of an employee(s) covered by this Agreement alleging a violation of the terms and provisions of this Agreement.

2. Grievances shall be handled in the following manner (excluding those issues that fall under the purview of Section 3 and Section 4 below):

**Step 1 - Meeting**

- a. The intent of a Step One meeting is for the employee or the Union on behalf of the employee to meet with the employee's Director to review the facts

regarding the dispute and to hold an informal discussion as to any potential resolution or mitigation of the dispute. It is during this meeting that the Director may agree to modify disciplinary actions or to offer a last chance Agreement as an alternative to suspension pending termination. The employee or the Union on behalf of the employee must request, in writing, within fourteen (14) calendar days of receipt of the discipline or from the date the employee knew, or should have known, of the alleged violation of any provision of this Agreement, to meet with the aggrieved employee's Director, in an effort to resolve the issue. The Step 1 meeting shall take place within twenty-one (21) calendar days of the date the request is received by the Director unless mutually agreed to extend the date of the meeting. If no such meeting is held, the grievance shall automatically be considered appealed to Step 2.

- b. The Step 1 meeting includes the Director, the aggrieved employee, the Union (at the request of the employee), the management representative administering discipline or responsible for the alleged violation of the Agreement, and a representative from Human Resources (at the request of management) whom shall function in an advisory capacity. Any and all documentation, including witness statements, relied upon by UMC to administer discipline and/or to be used in a hearing, shall be provided to the employee(s), or the Union acting on behalf of the employee(s), at least seven (7) calendar days prior to the scheduled hearing date. The Union, likewise, shall provide a copy of all documentation, including witness statements, it intends to use in the hearing, at least seven (7) calendar days prior to the scheduled hearing date. At the Union's request and with the approval of the employee, the Union steward may meet privately with the Director in an effort to resolve the dispute amicably. Any decision by the Union steward and Director must also be approved by the employee. If an Agreement is reached, the parties agree not to further pursue the grievance procedure. Last chance Agreements must be signed by the Director, Union Executive Director and the employee affected by Agreement.
- c. The parties may agree to a resolution at the meeting which will be summarized in writing by the Director. However, the Director may also request time to consider potential resolutions. Within seven (7) calendar days of the completion of the Step 1 meeting, the Director shall communicate in writing his/her decision regarding the dispute. The Director shall provide a copy of his/her communication to the grievant, the Union Chief Steward (and Union Steward if applicable) and Human Resources. In the event the Director does not respond within the seven (7) calendar days as herein provided or the parties have not mutually agreed to extend the timeline, the grievance shall be considered granted in the employee's favor.

**Step 2 - Hearing**

- a. If the matter is not resolved at Step 1 or no Step 1 meeting is held, the employee(s) or the Union on behalf of an employee(s) may file a formal written grievance, which includes the basis for the appeal and any supporting documentation, such as the notice of discipline (in the case of discipline),

unless such documentation does not exist or has not been made available to the grievant or the Union. The grievance must be filed with the Chief Human Resources Officer within fourteen (14) calendar days after receiving the Step 1 decision, unless automatically appealed as provided herein.

- b. The grievance shall be submitted on a form mutually agreed to by the parties and shall state the article and section(s) of the Agreement alleged to have been violated, a proposed remedy and what steps were taken to resolve the dispute. The form must identify the Union representative or employee bringing forth the complaint. Forms without the signature will be accepted and forwarded to the Chief Steward or the field representative for informational purposes. All actions and time limits will start upon Human Resources' date stamped receipt of the filed grievance.
- c. Human Resources, in conjunction with the employee(s), or the Union on behalf of the employee(s), shall meet jointly to select: 1) the Hearing Officer(s) to preside over the step 2 hearing (by mutual Agreement and, the parties may agree to select a panel of three members to hear the grievance) and; 2) a mutually agreeable time and date to conduct the hearing. No hearing officer shall hear a case in which he/she participated in the investigation or decision. Once the selection of the Hearing Officer(s) and date has been completed, UMC shall verify the availability of the Hearing Officer(s) for the selected time/date. Any difficulties with the selected Hearing Officer's availability shall be discussed with the affected employee(s) or the Union on behalf of the employee(s) and the parties may mutually select another Hearing Officer(s) or agree to change the date of the hearing to meet the availability of the Hearing Officer(s). Once verification of availability has been established, Human Resources shall provide the Hearing Officer and the Union written verification of the time, date and place of the scheduled hearing, to be conducted within twenty-one (21) calendar days from the date the appeal, at Step 2, is received by Human Resources. The date of the hearing may be extended by mutual Agreement of the parties. Any and all documentation, including witness statements, relied upon by UMC to administer discipline and/or to be used in a hearing, shall be provided to the employee(s), or the Union acting on behalf of the employee(s), at least seven (7) calendar days prior to the scheduled hearing date. The Union, likewise, shall provide a copy of all documentation, including witness statements, it intends to use in the hearing, at least seven (7) calendar days prior to the scheduled hearing date. The Hearing Officer(s) will render a written decision seven (7) calendar days of the conclusion of the Step 2 hearing, unless an extension of time is agreed upon by all parties. The Hearing Officer(s) shall provide a copy of the decision to the grievant, the Union Chief Steward and Human Resources. The Hearing Officer(s) may uphold, modify, or reverse the action taken.
- d. The hearing will be conducted in an informal manner and shall not follow formal rules of evidence. The employee may represent himself/herself or be represented by a Chief Steward of the Union or Chief Steward designee (employee of UMC). The employee or representative shall be given an explanation of the evidence against him/her, and shall be given an opportunity

to respond to all specified allegations. The hearing officer(s) shall admit all presented evidence and provide weight he/she believes the evidence deserves in rendering his/her decision. There will not be witnesses called as a general rule; however, the hearing officer(s) has the right to call a particular witness and ask the witness questions. Oral witness testimony, as requested by the Hearing Officer(s), must be during the hearing process. Neither management nor the employee or his/her representative will be allowed to question any witnesses.

- e. Hearing officers shall receive training in dispute resolution and the terms of the Collective Bargaining Agreement. UMC and the Union shall mutually agree as to when and where the in-service will occur, and the Union shall be allowed to participate in the in-service.
- f. Any settlement of a grievance shall be consistent with the terms of this Agreement.

### Step 3 - Arbitration

1. In the event the parties are unable to resolve the grievance the Union shall provide notice of intent to arbitrate in writing to the Chief Human Resources Officer within seven (7) calendar days following the day of the decision of Step 2.
2. **Arbitrator Selection:** Both parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators from which the arbitrator shall be selected. Failure on the part of the Union or employee to submit a request to either FMCS within 30 calendar days of the Step 2 hearing decision will result in the grievance being abandoned and the Step 2 hearing decision will prevail. Such selection shall be accomplished by the Union and the Chief Human Resource Officer or designee by striking one (1) name from the list (on rotational basis per request for arbitration) in turn, until only one (1) name remains.
  - a. Both parties will make every effort to mutually set forth the issue(s) to be arbitrated in advance of the arbitration hearing date.
  - b. The arbitrator shall act in a judicial not legislative capacity and is expected to perform his/her function in accordance with the case law regarding labor arbitration, the provision of U.S. Uniform Arbitration Act and where applicable, the NRS. The arbitrator shall not have authority to modify, amend, alter, ignore, add to or subtract from any provision of this Agreement. He/she shall consider and render a decision with respect to the specific issue(s) as set forth in the grievance and not on any other issue not submitted to him/her. Only one (1) grievance may be decided per arbitrator per hearing, however, the parties may mutually agree to waive this requirement. The arbitrator is without power to issue an award inconsistent with the governing statutes and/or ordinances of the jurisdiction. The arbitrator, in the absence of expressed written Agreement of the parties of this Agreement, shall not have authority to rule on any dispute between the parties which is not within the definition of a grievance as defined in this Agreement. The arbitrator shall consider and decide only the particular issues presented by the Union

and/or UMC and the decision shall be solely on his/her interpretation of the application of the expressed terms of this Agreement. Any and all settlements and awards issued by the arbitrator shall be limited on retroactivity to the date of the alleged violation or date of filing of the grievance as decided by the arbitrator subject to the provisions of this Agreement. The arbitrator shall not have the authority to excuse a failure by the Union or UMC to comply with the time limitations set forth above, or in accordance to Article 9, Section 5, unless mutually agreed by both parties.

- c. The arbitrator's decision rendered, consistent with the terms of this Agreement, shall be final and binding on all parties of this Agreement. The decision shall be rendered in writing within thirty (30) calendar days after the closing of the hearing or the filing of briefs, whichever is later.
- d. The expenses of arbitration shall be borne equally by UMC and the Union. Expenses incurred by either party in the preparation or presentation of its case are to be borne by the party incurring such expense.
- e. The grievant, and no more than three (3) Union witnesses, shall be released without loss of pay for attendance at official grievance meetings and/or arbitration hearings. UMC may limit the release of witnesses to meet operational requirements. This provision shall not be construed to limit or preclude the Union from calling additional witnesses at the Union's expense, nor prohibit the parties from agreeing to release from duty, without loss of pay, additional witnesses for the purpose of testifying at official grievance meetings and/or arbitration hearings.

3. Equal Opportunity/Anti-Discrimination Procedures

- a. Allegations of discrimination/harassment should be identified not later than the conclusion of the Step 1 meeting of the grievance process, so that a timely investigation may be conducted.
- b. In the investigation of a complaint the UMC Equal Opportunity Program (EOP) Manager or designee shall use the processes outlined in the UMC Equal Opportunity, Anti-Discrimination and Anti-Harassment Action Plan based on the nature of the complaint.
- c. Any employee covered by the terms of this Agreement who is requested to provide a statement or testify in connection with an investigation, or is the subject of the investigation/complaint will be provided 24 hours advanced notice of the meeting. The employee who is being charged or investigated, at his/her request, may have a Union representative accompany him/her to the interview and any other applicable meetings regarding the incident being investigated, including any step of the disciplinary process. A representative from Human Resources may also be present at these investigative meetings. However, the unavailability of a specific Union or management representative is not grounds for postponement of the interview.

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- d. Grievances on those matters for which the Nevada Equal Rights Commission, Equal Employment Opportunity Commission (EEOC) or the EOP Manager have jurisdiction, will be referred to and processed by the EOP Manager for investigation, pursuant to the UMC Equal Opportunity, Non-Discrimination and Anti-Harassment Action Plan. If discipline results from the investigation, the employee(s) shall be eligible for a Step 1 meeting, Step 2 Hearing and Step 3 Arbitration in accordance with Section 2 of this Article.
- e. In acknowledgment of the mutual concerns of UMC and the Union regarding the NERC/EEOC/EOP process, the parties mutually agree to meet and review the effectiveness of the processes identified above no later than one (1) year from the date of ratification and approval of this Agreement. If at that time, the parties mutually agree this provision may be reopened to address any identified concerns.

4. Interpretation Grievances. The Union may file a grievance disputing management's interpretation and application of a provision of the collective bargaining Agreement by submitting their grievance to the Chief Human Resources Office (CHRO) within fourteen (14) calendar days of the date the issue was discovered by the Union. The CHRO will schedule and hold an informal meeting within fourteen (14) calendar days with the Union representative in an effort to resolve the grievance. If the parties are unable to reach an Agreement during the meeting or subsequent meetings (mutually agreed to be held by the parties), the Union may file a request for arbitration in accordance with Section 2, Step 3 – Arbitration of this Article.
5. If mutually agreed, either party may request a waiver of the time limitations set forth in this Article. A grievance not processed in accordance with the time limitations set forth in this Article shall be considered vacant or abandoned. Failure on the part of UMC to respond to a grievance in accordance with the time limits set forth in this Article shall result in the grievance advancing to the next step of the procedure. The failure on the part of management to process a grievance will be given serious weight in the resolution or retroactivity of an award. A waiver of timeliness requested by the employee, or the Union on behalf of the employee or UMC, will be taken into consideration in the determination of any retroactive award.
6. No management designee shall hear the same grievance at more than one step.

**ARTICLE 10**  
**Discipline and Discharge**

1. No employee who has satisfactorily completed his/her probationary period may be disciplined, demoted, suspended or terminated without just cause. Just cause may include, but is not limited to insubordination, misconduct, mental or physical disability as shown by competent medical evidence, inefficiency, excessive tardiness or excessive absenteeism, abuse of sick leave or authorized leaves, criminal conduct, withholding services as a result of a strike, failure to perform job duties, and violation of established departmental work rules or procedures. An employee and his/her Union Chief Steward when the employee has authorized the

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release, shall be provided with copies of any written documents and the identity of any witnesses used against the employee which were the basis for the adverse action taken. Due regard shall be given to maintaining patient confidentiality.

2. In the event that UMC wishes to terminate the employment of any non- temporary or non-per diem employee, UMC shall provide the affected employee with a letter of intent to terminate employment setting forth the charges upon which the proposed termination is based. The employee will be suspended without pay pending the determination of any hearing held in accordance with Article 9 – Grievance and Arbitration Procedure.
3. No employee shall be held in unpaid investigatory suspension for more than seven (7) calendar days. No employee may be held in a paid investigatory suspension for longer than fourteen (14) calendar days unless mutually agreed upon by the parties.

**ARTICLE 11**  
**Per Diem Employees**

1. It is the intent of UMC to, whenever possible, meet staffing needs of the facility with regular full and part time employees. Per diem employees shall not be utilized in a manner that would ultimately result in the elimination, erosion, or replacement of full or part time positions. This Article sets forth the terms and conditions of per diem employment. Requirements for maintaining per diem status are established by UMC. Per diem work assignments are designed to add to or substitute for staff on a pre-scheduled basis (for example: fill in for scheduled CAL/EIB or other absences, including FMLA, workers' compensation, etc.), or as needed on a day to day basis, as determined by UMC (for example: fluctuating census, unavailability of regular staff, etc.).
2. Per diem employees may be scheduled or not scheduled, or called off from a pre-established schedule. Per diem employees must be available to rotate or work any shift based on hospital or department need. The per diem employee shall provide written notice to his/her supervisor of his/her availability based on hospital/departmental needs. Additionally, a per diem employee's eligibility for scheduling may be discontinued at any time at the sole discretion of UMC and without recourse to the Grievance and Arbitration Procedure and/or Discipline and Discharge Articles, of this Agreement (Articles 9 and 10 respectively), if such removal from the schedule is related to any of the following:
  - a. UMC no longer needing the services of a per diem employee due to lack of work, whether projected to be temporary or permanent.
  - b. The per diem employee is unavailable (including not providing availability to work and/or being unavailable to work when needed and/or contacted) based on the needs identified by the department. The needs include shift length and start time/end time. The employee must complete the eight (8), ten (10), or twelve (12) hour shift identified. Four (4) hour shifts only count towards availability if the employee is called in by management due to an emergency.

1. **Exceptions to Availability** – With approval of the supervisor one 4-week rotation per calendar year may be missed by the per diem employee and not affect availability.
  2. **Prime Holiday Availability** – Employee must be available to work a minimum of one (1) summer prime holiday and one (1) winter prime holiday. Summer prime holidays are Independence Day, Labor Day, and Memorial Day. Winter prime holidays are Thanksgiving, Christmas and New Years Day. In the ambulatory clinic system the requirement is the day before or after the identified prime holiday. Per diem employees will be required to work these prime holidays after volunteers are solicited and before benefitted employees are assigned to fill the shift.
  3. **Failure To Meet Availability** – Employee must respond to management's contact attempts to identify the available shifts. Failure to respond to three contact attempts within a 90 calendar day period will result in termination. Once the employee indicates the shifts he/she can work from the department's identified needs, failure to respond to actually be scheduled will be considered as failure to meet the availability requirement.
- c. During any rolling 12 month period, a per diem employee will be subject to the following:
1. Four (4) tardies – employee shall receive a final written warning indicating that the next tardy in three months from the date of notification will result in termination.
  2. Five (5) absences – employee shall receive a final written warning indicating that the next call off or absence in three months from the date of notification will result in termination. Habitual and/or abusive absenteeism may result in immediate termination without prior warnings.
  3. One (1) no call – no show – employee shall receive a final written warning indicating that the next no call – no show in 12 months from date of notification will result in termination. Employees with consecutive no call – no shows may be terminated without prior warnings.
  4. The definition of a tardy, or absence (including habitual or abusive absenteeism) and no call – no show is the same as specified for benefitted employees.
3. Per diem employees will not be scheduled for work hours until all regular full and part-time employees in the unit are scheduled for their hours of work in accordance with all applicable scheduling timelines. A per diem employee, who is

filling in for another employee on a scheduled absence, may be scheduled to fill the absent employee's shift. UMC is not required to fill the shift of the absent employee with another full or part-time employee.

4. Beginning with the 2081st hour worked a per diem employee, upon written request to Human Resources, prior to the position being posted, shall be entitled non-competitively to the next available regular full or part time position in his/her classification within his/her current department except where a recall list exists. Human Resources and/or its designee shall notify the per diem employee by the end of the month in which he/she has worked the 2081<sup>st</sup> hour. Per diem employees are not eligible for this benefit if their personnel file includes a final written disciplinary action not eligible for removal. If a Per diem employee offered a full or part time position refuses the position, his/her name will be placed at the bottom of the list of Per diem employees eligible for such consideration. A second refusal (as the top Per diem employee on the list when a subsequent position is offered) will remove the Per diem employee from non-competitive entitlement for a full or part time position under the provisions of this section. Part-time employees (.5 FTE to .7 FTE) who have completed probation or qualifying period will be granted precedence to a full time position in their current department over a per diem employee following this same procedure.
5. The parties understand that per diem employment is designed to be supplemental and sporadic as delineated in Sections 1 and 2 of this Article, and that economic benefits (other than wages and those benefits specifically referred to in the following section) are not applicable.
6. Per diem employees are covered by the following Articles of this Agreement:
  - a. Article 1: Agreement; Article 2: Intent; Article 3: Recognition; Article 4: Discrimination Clause; Article 5: Management Rights; Article 6: Employee Rights; Article 7 (except Sections 10 and 11): Union Rights; Article 8: Employee Deductions; Article 9: Grievance and Arbitration; Article 10: Discipline and Discharge; Article 11: Per Diem Employees; Article 14 (Sections 1, 2, and 3); Salary; Article 16 (except Sections 2, 8, 9 and 10): Hours of Work; Article 17 (Sections 1, 2, 5, and 10 only): Overtime; Article 23 (except Sections 2, 3, 4, 5, 7 and 8): Miscellaneous Leave; Article 26: Workers' Compensation; Article 28, (Section 9 only) - Education/ Training; Article 31 (Section 1 only): Call Off Procedure; Article 39 (Section 5 only) : Floating Policy; Article 41: General Savings Clause; Article 42: Entire Agreement; Article 43: Anti-Strike Clause; Article 45: Term of Agreement; Appendix B : Per Diem Rates; Appendix C: Observation Report; and Appendix D: Definitions.
  - b. Per diem employees may use the Grievance and Arbitration Procedures and Discipline and Discharge Articles of this Agreement only with respect to alleged violations of those articles by which they are covered excluding those reasons outlined in Section 2 of this Article, when the per diem employee works a minimum of 840 hours (as a per diem employee) in a 12 month period based on anniversary date.

7. Effective the first full pay period following July 1, 2009, per diem employees will pay 7.5% into a fixed deferred compensation plan, in compliance with the federal Omnibus Budget Reconciliation Act (OBRA), for their retirement benefits rather than making social security contributions. Such contribution is pre tax and is accessible to the employee after separation from UMC employment. Per diem employees who qualify for employer paid Public Employees Retirement System (PERS) benefits will no longer contribute to this deferred compensation plan. It is not the intent of UMC to use this provision to increase the number of per diem employees.

#### **ARTICLE 12 Personnel Layoff, Recall and Appeal Procedure**

Layoff is defined as any involuntary separation wherein management eliminates a position without prejudice to the incumbent.

The determination of the number of positions, classifications and departments to be affected by a layoff is a management right. UMC and the Union agree that layoff and recall of personnel and appeals of these actions as it pertains to employees covered under this Agreement shall be prescribed below. Upon any layoffs, UMC shall meet and confer with the Union to discuss the impact of the layoffs on the bargaining unit.

Positions eliminated/laid off will not be performed in total by a lower classification. Such position will not be replaced by a newly created per diem position beyond the original complement for the affected area without determining if a full time position is viable.

#### **I – Layoff Process**

##### **Section 1 – Layoff Notification**

Separation due to layoff shall require the giving of at least thirty (30) calendar days advanced written notice to the employee and the Union, unless emergent circumstances exist, clearly beyond the control of UMC, which prevents UMC from having enough notice to give the thirty (30) calendar days notice to the employee and the Union. In no event shall an employee be laid off without fourteen (14) calendar days advanced written notice of the effective date of layoff to the affected employee(s) and the Union, except in such instance where the employee(s) agrees to accept payment in lieu of notice, of an equivalent amount of the employee's base salary (as defined in Appendix D) by UMC.

##### **Section 2 – Informational Meeting(s)**

Affected employees will be identified as a group and be notified in writing that a potential layoff may occur. The notification will include a date, time, and location of informational meeting(s) to attend. The informational meeting(s) will include written notification of the layoff process, individual seniority dates of those potentially affected, a current list of approved vacant positions (by classification, FTE status, and location), and notification of other

informational meeting(s) and/or selection meeting(s). The list of positions must be provided by the organization and verified by Human Resources. It is understood that the list is dynamic and may be updated at any time prior to the selection meeting.

### **Section 3 – Layoff Order**

1. If it is determined that layoffs are necessary, employees will be laid off in the following order:
  - a. Temporary employees in the affected classification(s).
  - b. Per diem employees in the affected classification(s).
  - c. Probationary employees from the affected classification(s).
2. In the event of further reductions in force, employees will be laid off from the affected classification in inverse order of their classification seniority or hospital wide seniority (as defined in Article 29) in the event an employee has been reduced in grade in accordance with this Article.
3. As stated in Section 2 hereof, in every instance, the employee(s) with the least amount of seniority in the affected classification(s) shall be laid off first, except where it has been determined, by UMC, that a less senior employee must be retained who possesses specific knowledge, skills, and abilities, beyond those of the senior employee(s), that are necessary for the continued operation of that department. Such determination is subject to Section 3 Appeal, of this Article.
4. As a result of the application of this layoff procedure, UMC may cause the reassignment, transfer, reduction in grade, or any combination thereof, of any employee based on the applicable seniority as defined in Article 29. UMC shall make every effort to help employees who are displaced to find other positions in the UMC system.

### **Section 4 – Selection Meeting**

1. In order of classification seniority (most senior first), each affected employee shall attend the selection meeting and will be offered options in the order identified below. If the option is not available at the time of his/her turn, the employee will be offered the next option. Each employee must attend the selection meeting in person unless prior arrangements have been made and approved by UMC and SEIU. Failure to attend or have prior approved arrangements will result in the employee giving up rights to the provisions of this article. Application of the layoff process may result in employees not originally identified being affected due to displacement. Should that occur, UMC will identify the employees as a group and follow the process in this article for all such affected employees.

2. If available, the employee will be provided two options in the following order:
  - a. Select one of two or more vacant approved position(s) in the same classification at the equivalent FTE status for which the employee has the knowledge, skills, abilities, and qualifications to perform the duties of the position.
  - b. If only one vacant approved position exists, the employee will have the option of selecting from the one vacant approved position or displace the least senior employee within the same classification providing the employee has the knowledge, skills, abilities, and qualifications to perform the duties of that position.
  - c. If no vacant approved positions exist, the employee will have the option of displacing the least or second least senior employee within the same classification providing the employee has the knowledge, skills, abilities, and qualifications to perform the duties of that position.
  - d. If there is no opportunity to displace an employee in the same classification then the employee will have the option to elect a reduction in grade and follow the same process as identified in above in 2 b, c for the lower classification providing the employee targeted for layoff has the knowledge, skills, abilities and qualifications to perform the duties of the position in that other department.
  - e. An employee targeted for layoff will have the right to elect a reduction in grade to a lower classification in any classification within his/her department provided that the employee has completed a probationary period in that position, the department has a vacant position, and the Department Head determines the employee has the knowledge, skills, abilities, and qualifications to perform the duties of the position.
  - f. Acceptance of a vacant approved position in the classification series (unless as identified above) or selection/displacement of a position in a lower FTE status is not required.
3. No employee will have the right to displace an employee in a higher classification or FTE status than he/she currently fills.
4. An employee reduced in grade may have his/her salary reduced and in no event shall exceed the maximum for the class, but shall not have his/her anniversary date (as defined in Appendix D) adjusted.
5. The assignment of an employee to a position within a classification will be made by the Department Head.
6. Once a selection is made the employee will be given a written document identifying the option selected as well as the contact information of the new supervisor/manager, and seniority dates as applicable, and whether the employee will be placed on a recall

list. Once the selection is made and the employee receives his/her written confirmation of the selection, he/she may not change his/her selection.

7. If as a result of the layoff process, a cost center receives an employee(s), the department will conduct a complete shift bid within thirty (30) calendar days of the final movement of the layoff process. The effective date of bid changes will be consistent with Article 16, section 2. This bid will not be considered a departmental reorganization or count towards the shift bids identified in Article 16, section 9.

## II – Recall Process

### Section 1 – Recall list

1. An employee who is reduced in FTE status or classification as a result of the decision to administer a layoff shall have his/her name placed on the appropriate recall list(s). Human Resources will maintain all recall lists and provide such lists to the Union.
2. The recall lists will be organized by classification. Employees will be listed on the appropriate list in classification seniority order. The list will include the employee's previous classification, FTE status, and Cost Center.
3. Any employee who is placed on a recall list shall provide Human Resources, in writing, a preference for method of notification (e.g. email, letter via U.S. postal service, or phone) of potential positions should they become available.

### Section 2 – Recall list duration

Employees will remain on the recall list based on the following:

- 0 - 5 Years of Service = 1 year recall period
- 5 + Years of Service = 2 year recall period

### Section 3 – Application of and removal from the recall list

1. When a vacant and approved position(s) becomes available in a classification on the recall list, human resources will review the applicable recall list. If an employee(s) on the recall list was affected from that cost center he/she will be offered the position in classification seniority order. If no employee from the cost center is on the recall list, human resources will offer the position in classification seniority order.
2. Human resources shall notify the employee through his/her identified preferred method of an offer of recall and the employee shall, within five (5) working days of receipt, respond affirmatively in person to the Chief Human Resources Officer of acceptance of the offer of recall. Failure to respond within five (5) working days will constitute waiver of the right to recall and that person will be removed from the

recall list. An employee must be available for work within two (2) weeks of acceptance of the offer.

3. An employee will be removed from the recall list prior to the expiration listed in section 2 above under the following circumstances:
  - Voluntary separation
  - Involuntary separation
  - Promotion
  - Acceptance of any position through an open and competitive recruitment
  - Acceptance of a recall to an equivalent position in the home cost center

Employee(s) recalled who choose to exercise Article 13, section 5 a. of this Agreement will be placed back on the recall list for the remainder of the applicable recall period.

4. If as a result of the recall process, a cost center receives an employee(s), the department will conduct a complete shift bid if the recalled employee is not the least senior employee in the receiving cost center. Such bid will occur within thirty (30) calendar days of the of the recall but under no circumstances shall there be more than three (3) bids in any twelve (12) month period as a result of this section. The effective date of bids will be consistent with Article 16, section 2. This bid will not be considered a departmental reorganization or count towards the shift bids identified in Article 16, section 9.
5. Upon recall after layoff, the time that the person was on layoff shall be counted as a break in service; however, the employee, upon return, shall resume accruing all benefits at the same level as at the time of layoff.

## III – Appeal

1. UMC and the Union shall each appoint two (2) regular status employees to serve on the Standing Layoff Review Committee. These representatives shall select a regular status UMC employee as the fifth member who shall serve as the Chairperson. A majority vote of the Committee will be necessary to uphold an appeal. The Committee shall develop a procedure for the layoff review process prior to conducting any review.
2. Any appeal of the application of the procedure must be signed by the employee and Union and submitted to the Chief Human Resources Officer within seven (7) calendar days of the receipt of notice of layoff or the alleged violation of the recall procedure. The Chief Human Resources Officer will schedule an informal meeting before the Layoff Review Committee within seven (7) calendar days from the date of receipt of the appeal. This Committee will hear all appeals affecting layoffs and recalls to determine whether the procedure was appropriately followed. The decision of the Layoff Review Committee will be final and will not be reviewed by an arbitrator, unless a decision of the Layoff Review Committee is alleged to have violated a specific, existing contractual provision.

**ARTICLE 13**  
**Probationary/Qualifying Period**

1. Employees shall serve a probationary period during which time their work performance and general suitability for UMC employment will be evaluated. The probationary period for all classifications shall be six (6) months. UMC may extend the probationary period for a period of no more than an additional six (6) months through a meeting with the director or clinical manager/supervisor and employee. Employer shall provide notice to the Chief Steward of any extension of the probation period.
2. Employees who are rehired into a different position following a break in service of ninety (90) calendar days or more, shall serve a new probationary period.
3. During the probationary period, or any extension thereof, the employee may be disciplined, up to and including termination, without recourse to the Discipline and Discharge or the Grievance and Arbitration procedure of this Agreement.
4. Probationary employees may not promote, or demote to another Cost Center without serving a new probationary period. No probationary employee shall be allowed to transfer from one Cost Center to another.
5. Employees who have successfully completed an initial probationary period and who are subsequently selected for a voluntary transfer, promotion or voluntary demotion will be required to serve a qualifying period of not less than six (6) consecutive months, but not more than twelve (12) consecutive months.
  - a. An employee who promotes or voluntarily transfers or demotes into another position retains the right to return to the previously held position, if the request is made in writing and within the first eighty (80) hours worked in the new position. Such employee may return to the previously held position up to a total of one hundred and sixty (160) hours worked in the new position if the position is still vacant.
  - b. At the beginning of the qualifying period, management will establish a training plan including the specified duration. During the implementation of the training plan, the employee may not be counseled for performance issues relating to the specific skills identified in the training plan, excluding egregious performance. If, after this training plan management determines the employee has performance issues, he/she will be placed on a performance improvement plan (PIP). The employee may be issued corrective counseling for performance during the PIP. During the qualifying period (including the training plan), if the affected employee fails to demonstrate that he/she can completely and satisfactorily perform the duties of the position, UMC may offer the employee an opportunity to return to the position the employee held

immediately preceding the transfer or promotion without loss of seniority and in accordance with Article 15. If the employee was rated satisfactory in his/her previous position he/she shall not serve a qualifying period.

- c. However, if the rating was less than satisfactory in his/her previous position, he/she shall serve a qualifying period as outlined above.

**ARTICLE 14**  
**Salary**

1. The salary plan in effect upon the signing of this Agreement (Appendix B) will remain in effect from July 1, 2020 through June 30, 2024 ("Term").
2. The parties will start meeting between February 1, 2021 and June 30, 2021 to negotiate a potential adjustment to the salary plan with the intent that any mutually agreed upon adjustment may be effective July 1, 2021. Any agreed upon change to the salary plan shall be amended in Appendix B and will remain in effect for the mutually agreed time period or until any additional adjustments are made pursuant to Section 3.
3. After January 1, 2022, either party may request one (1) reopener to negotiate a potential adjustment to the salary plan for the upcoming fiscal year(s). The reopener request must be made in writing to the other party prior to February 1 for the upcoming fiscal year and may be used to negotiate up to the remainder of the Term.
4. On occasions it may be necessary to provide hiring and retention bonuses in addition to wage and benefits expressed in this Agreement. The decision to give, the conditions, and the amount of hiring bonuses will be determined at the sole discretion of UMC. UMC will meet and confer with the Union when UMC determines there is a need to provide retention bonuses.
5. If an employee's salary is above the salary range (red circled) the employee is ineligible for a cost of living increase in accordance with this Article unless and until the appropriate salary range moves to an amount greater than the employee's red circled salary.
6. The parties agree that based on fluctuations in market relating to labor costs and external competitive forces that the wage scale bargained, for certain classifications covered under the Collective Bargaining Agreement, may result in the wage scale negotiated for such classifications becoming substantially below market rates.
  - a. Should this occur, the parties recognize that such a circumstance would result in staffing shortages relating to recruitment and retention problems. In that event, the parties agree to revise upward wage rates relative to the affected classifications.
  - b. UMC will establish a market-based salary range for these classifications. Any employee falling below the minimum of the new salary range shall have his/her salary increased to the minimum of the new salary range, or the minimum hire-in rate, whichever is greater.



- c. If the need for a market-based salary range is no longer required and the classification is returned to its regular salary range, employees with a salary above the regular salary range shall not have their respective rate of pay reduced, but will be ineligible for any wage increases in accordance with this Agreement, unless and until the appropriate salary range moves to an amount greater than the employee's red circled salary.

**ARTICLE 15**  
**Salary Upon Status Change**

1. **Appointment:** Except as otherwise provided herein, appointment to any position in any classification shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary range for the classification. In exceptional cases after reasonable effort has been made to obtain employees for a particular classification at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular classification may be authorized at a rate higher than the minimum upon recommendation of the appointing authority with the approval of the Hospital Administrator.
2. **Promotion:** Except as otherwise provided herein, any full-time or part-time employee who is promoted to a position or a classification allocated to a higher salary range than the classification from which the employee was promoted shall receive the hourly rate of the appropriate range which would constitute an increase of four percent (4%) above the employee's hourly rate before promotion, or the minimum of the salary range of the new classification, whichever is greater, but not greater than the maximum salary of the new classification. The Chief Executive Officer may grant a salary adjustment of greater than four percent (4%) upon recommendation of the Appointing Authority, however, the increase cannot result in a rate of pay in excess of the top of the salary range for the position promoted into. An employee who is promoted shall be considered for a merit increase upon completion of one (1) year of service in the new position or classification. The effective date of the merit increase shall be in accordance with this Article.
3. **Demotion:** Any full-time or part-time employee who, during the qualifying period, is demoted to the position or classification previously held in good standing during the same period of continuous employment shall have his/her hourly rate reduced to the hourly rate he/she would have received if he/she had remained in the lower classification throughout the employee's qualifying period in the higher classification. The employee's eligibility date for merit advancement shall be the date that he/she would have been eligible had he/she remained in the lower classification.
4. **Involuntary Demotion:** A full-time or part-time employee, to whom the circumstances described in Section 3 above do not apply, who is demoted involuntarily, to a position or a classification, which is allocated to a lower salary range than the classification from which the employee is demoted, shall have his/her hourly rate reduced to a level in the lower salary range for the new classification,

of not more than four percent (4%) lower than the salary received before the demotion, except that such employee shall not be paid more than the maximum of the range of the classification to which the employee is demoted. The employee's eligibility for a merit increase shall be based on the date of the involuntary demotion in accordance with Section 10 of this Article.

5. A full-time or part-time employee, to whom circumstances described in Sections 3 and 4 above do not apply, who is demoted voluntarily to a position in a classification which is allocated to a lower salary range than the classification from which the employee is demoted shall receive the same rate of pay in the range for the new classification which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary range for the new classification. The employee's eligibility for a merit increase shall be from the date of the voluntary demotion, in accordance with Article 13 of this Agreement.
6. Any full-time or part-time employee who was demoted voluntarily as a result of a layoff, and who is subsequently reappointed to the previously held classification, shall receive the rate of pay previously held, plus any across the board adjustments, not to exceed the maximum of the new salary range.
7. **Transfer:** A full-time or part-time employee who transfers from one allocated position to another allocated position in the same class or in another classification to which the same salary range is applicable, shall continue to receive the same rate of pay held prior to the transfer.
8. **Reallocation:** An employee in a classification which is reallocated from one salary range to another shall continue to receive the same hourly rate.
9. **Reclassification:**
  - a. Whenever a position is proposed to be reclassified to a classification which is allocated to the same salary range, the incumbent is appointed to fill the position in accordance with personnel policy. The Union and UMC will meet and confer to determine the affect on the employees.
  - b. Except as otherwise provided herein, whenever a position is reclassified to a classification which is allocated to a higher salary range, the salary of the incumbent shall be as provided by this Article upon promotion, if the incumbent is appointed to fill the position in accordance with personnel policy.
  - c. Whenever a position is reclassified to a classification which is allocated to a lower salary range, the salary of the incumbent shall be as provided by this Article upon voluntary demotion, if the incumbent is appointed to fill the position in accordance with Human Resources' policy. Whenever the effect of the reclassification is to reduce the salary of an incumbent appointed to the position, the Hospital Administrator may, upon recommendation by the Chief Human Resources Officer direct that the incumbent shall continue to receive the previously authorized salary until

termination of employment in the position or until a percentage increase in pay may be authorized, whichever first occurs.

10. **Merit Increase:**

- a. Merit increases within a range shall not be automatic but shall be based upon merit and made upon proper execution of a Personnel Action Request form which shall be based upon a satisfactory annual evaluation. Each employee shall be considered for an initial merit increase upon successful completion of twelve consecutive months of service in the same classification. Each such employee shall be considered for subsequent merit increases upon the completion of each year of service thereafter in that classification.
- b. After the initial merit review identified in 10 a. above, if the employee changes classifications, their merit review date shall be moved to the effective date of the change. An employee who changes classifications within one hundred and eighty (180) calendar days of their merit review date of the prior classification will be eligible for a prorated increase for number of complete months in the prior classification based on Section 12 effective the date of the change. An employee may not have more than one such increase per rolling (backwards) 12-month period.

11. **Salary Adjustments:** This section applies to all employees covered by this Agreement hired on or after September 9, 1994, and to all employees covered by this Agreement who voluntarily change status as defined in Sections 2, 5, 6, 7, 8, and 9 (if the employee voluntarily accepts these status changes), or once current employees who are still on step and grade have reached the equivalent of the eighth (8th) step, they shall be converted to the merit system for future and further salary adjustments. Salary adjustments for new employees hired on or after September 9, 1994, or current employees who voluntarily change their status will receive salary adjustments as defined in Section 12 of this Article.

- a. The procedures used to evaluate an employee shall be uniformly and consistently applied in accordance with the guidelines jointly established by Human Resources and the Union. Such guidelines will be developed through the labor/management committee.
- b. In the event a salary adjustment of .70% or less is to be granted, the employee will be informed in writing of the specific reason(s) prior to the evaluation date in order to allow the employee time to correct any deficient performance and may, within five (5) calendar days of such notification, request a review before his/her supervisor and the Department Head or his/her designee to discuss the adjustment. The review may be attended by the employee, the Union Steward, the supervisor, the Department Head or his/her designee, and upon request of the employee or the supervisor, a representative of Human Resources. The decision of the Department Head or his/her designee is subject to the grievance and arbitration process in accordance with Article 9 of this Agreement.

- c. The decision to grant an adjustment greater than .70% cannot be grieved; however, the adjustment may be reviewed with the supervisor's Department Head. In determining eligibility for salary adjustments, employees shall receive a performance evaluation.

12. **Merit Increase.** All covered employees who receive an overall rating as identified in the following standard, shall receive the corresponding merit/salary increase, not to exceed the maximum of the salary range.

Performance Rating	Merit/Salary Increase
3.1 - 4.0	0.00% (evaluate after 90 days)
2.9 - 3.0	Review of Documentation
2.6 - 2.8	.70%
2.3 - 2.5	1.00%
2.0 - 2.2	1.60%
1.7 - 1.9	2.20%
1.4 - 1.6	2.80%
1.0 - 1.3	3.40%

During months 1 through 12 following the signing of this Agreement, an employee eligible for a merit increase shall receive fifty percent (50%) of the increase identified in Section 12 for the corresponding overall rating. In no case will the employee's merit increase exceed the top of the salary range for his/her classification. After the completion of the 12th month following the signing of this Agreement, this section will revert back to the ratings and increases identified above.

- 13. Employees who have reached the top of the salary range prior to the current performance evaluation period shall be eligible to receive a one half percent (0.5%) lump sum bonus payment for a performance rating of 1.8 or better. Such bonus shall not increase the employee's base hourly rate.
- 14. Employees receiving an acceptable rating in attendance and tardiness will receive an extra .5% increase in addition to whatever increase is determined by the evaluation process. To receive an acceptable rating, the employee must have completed the appraisal period without any verbal counselings or disciplinary actions relating to attendance and tardiness.
- 15. Merit increases or salary adjustments shall be effective the first day of the pay period following the date of eligibility.
- 16. Notwithstanding other sections of this Article, the Administrative Division Head may approve a special merit increase or salary adjustment at times other than the official salary review date when an employee's performance justifies a special merit increase or salary adjustment.

**ARTICLE 16**  
**Hours of Work**

1. A workweek is a period of time consisting of seven (7) consecutive days. The normal workday for a full-time employee may consist of four (4), eight (8), ten (10), or 12 non-overtime hours. The normal workweek for a full-time employee shall consist of thirty-six (36) or forty (40) non-overtime hours, and may be scheduled by mixing variable shifts. UMC at its sole discretion shall determine a standard for determining the start and end of the workweek and workday to be consistently utilized throughout the hospital in accordance with Federal Wage and Hour regulations.
2. Schedules shall be posted at least two (2) weeks in advance unless operational needs of UMC do not allow such advance posting. Once the schedule is posted, an employee's schedule will not be changed without Agreement of the affected employee unless an emergency situation requires the change.
3. Eight (8) hour, ten (10) hour or twelve (12) hour shifts may be implemented in a work area, unit, or department when a two-thirds (2/3) majority of the affected employees voting in an election supervised jointly by UMC and the Union vote for a schedule change from their existing shift. UMC reserves the right to establish and modify work schedules as necessitated by the operational needs of UMC. In those departments where employees and management mutually agree self-scheduling will be permitted.
4. Not more than one (1) uninterrupted meal period of at least one-half (½) hour is provided for shifts of eight (8) continuous hours or more. Meal periods are neither time worked nor time on pay status unless an employee is required by UMC to remain on the job at a work station or the employee is interrupted to perform substantial duties during such period. An employee who remains at a work station during his/her meal period, but is not required to do so by UMC shall not be compensated for the meal period.
5. Time allotted for rest periods is one (1) 15 minute period for a four (4) hour shift, two (2) periods of 15 minutes during an eight (8) hour or ten (10) hour shift, or three (3) periods of 15 minutes during a 12 hour shift.
6. This Article is intended to define normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or as a guarantee of days of work per week.
7. Except in emergency situations, any employee who, at the direction of UMC, works continuously for more than sixteen (16) hours straight, shall upon relief from the assigned shift, normally have at least eight (8) hours off before having to return to work as part of the regular schedule. An employee may choose to use CAL, Leave Without Pay or VUL for such time as the employee was originally scheduled to work in the succeeding shift. However, the employee shall notify his/her supervisor as soon as reasonably possible prior to the end of the pay period whether he/she will take CAL, Leave Without Pay or VUL. For the purposes of this Section, an

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emergency situation is defined as an unforeseen, unanticipated or unscheduled incident which requires waiving the eight (8) hours rest period. In the event an employee of his/her own volition schedules themselves (including standby) in excess of the limitations in this section he/she is exempt from this section.

8. UMC shall make every reasonable effort to limit standby hours to twenty-four (24) hours per week, unless operational or business needs of UMC prohibit such limitation. This section shall not be construed as to prevent an employee from requesting and receiving additional standby hours. Standby shall be rotated equitably among the employees in the unit within the required classification.
9. There shall be no more than two (2) departmental reorganization shift bids in any twenty four (24) month period without mutual Agreement between UMC and the Union.
10. Shift Bid -- Block Schedule:
  - a. For this section "Block Schedule" refers to the scheduling of hours worked and days off.
  - b. When employee(s) are needed on a specific block schedule(s) (either by creating a new or filling a vacant block schedule), the department will send an email to employees and post for seven (7) days the date and time of a block schedule shift bid meeting. Employees interested in changing their current block schedule may sign up to attend the meeting.
  - c. Those who sign up to attend the meeting should attend in person. However, attendance may be in person or by conference call into the meeting. The Hospital will continue the practice of allowing those who attend in person to clock in for the meeting.
  - d. At the meeting, based on departmental seniority, the most senior employee will have the opportunity to accept or decline the block schedule offered by management.
  - e. Once the block schedule(s) are filled, the vacancy or vacancies created by the filling of the schedule(s) will then be available based on departmental seniority to the most senior employee interested in the vacated block schedule(s).
  - f. This process of filling vacant block schedules will continue until no one in attendance at the meeting (in person or via phone) expresses an interest in the vacant block schedule presented. The vacant block schedule will be posted in accordance with Article 30, Posting of Vacancies.
  - g. Once an employee accepts a new block schedule, he/she is prohibited from participating in a shift bid for three (3) months unless a departmental reorganization shift bid occurs.

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11. Employees in a registered nurse classification working a shift based on self-scheduling shall agree to work shifts on a weekend as defined in Article 18, Section 3 as follows:
  - a. Zero (0) through five (5) years of department seniority shall be scheduled to work at least 4 weekend shifts per month.
  - b. Six (6) through ten (10) years of department seniority shall be scheduled to work at least 2 weekend shifts per month.

**ARTICLE 17 OVERTIME**

1. For the purpose of the Agreement, the overtime rate of pay shall be one and one-half (1 ½) times the employee's regular rate of pay, including shift differential and critical care premium and bonuses.

If an employee works an extra shift or any time outside of his/her regularly scheduled shift, UMC shall not change the employee's scheduled hours during that workweek in order to avoid paying overtime, unless mutually agreed upon by the affected employee and UMC management, in writing or on the schedule, and providing such Agreement is not in violation of the FLSA.

Employees working an extra shift prior to their first scheduled shift of the work week may be called off in accordance with Article 31, paragraph 1, f.

2. Employees covered under this Agreement shall be paid overtime at the applicable rate for all hours worked in excess of their eight (8), ten (10) or twelve (12) hour scheduled shift and for all hours worked in excess of 40 hours in a workweek. If an employee is required to attend mandatory meetings or mandatory in-service training sessions during time which is outside of the employee's regularly scheduled shift, he/she shall be paid at the applicable hourly rate, including any applicable differentials for all time spent in such status for a minimum of one (1) hour of such applicable pay. This minimum of one (1) hour pay shall not apply to per diem employees and is exclusive of the provision of Article 31, regarding call of procedures. All hours spent in such status shall be considered hours worked for the purposes of computing overtime.
3. **Double Back:** Employees with fewer than eight (8) hours of time off between scheduled shifts will be paid one and one-half (1 ½) times the employee's regular rate (calculated the same as overtime), including shift differential, critical care premiums, and bonuses for all hours worked in the second scheduled shift. All double back must be approved by the Administrative Division Head.
4. EIB, CAL, or other paid time off is not included as "time worked" in computing overtime eligibility.
5. Employees may not work overtime without the advance, written approval of their supervisors.

6. **Standby Pay:** Standby pay will be paid to those employees assigned in writing, (scheduled), and as designated by the Administrative Division Head, who must be available to return to the hospital within forty-five (45) minutes or less except where stand by time may be dictated by certification requirements (e.g. trauma). Employees who are assigned standby duty, in writing (scheduled), will forfeit standby pay and will be subject to disciplinary action if they are unable to report to work or cannot be located. Any employee who is assigned to standby duty, in writing, pursuant to this section shall receive standby pay for all hours assigned to standby status, whether or not he/she is called in to work pursuant to Section 7 of this Article.

- a. Upon ratification and approval of this Agreement, employees assigned standby duty, in writing (scheduled), shall receive \$5.00 for each one (1) hour of standby duty.

- b. Those employees assigned to standby duty in writing (scheduled) shall receive call back pay when called back to the hospital. Failure to clock in or clock out when called back to work will be treated in the same manner as a failure to clock in or clock out during a regularly scheduled shift. The employee must provide his/her manager with updated phone information. The employee is responsible to report to work within the prescribed time period (including acknowledging the call) when UMC contacts the number provided. UMC is not required to contact the phone number more than once.

- c. Those employees who fail to report for duty within the time prescribed by this Agreement from the time the call is placed to the employee while he/she is in a standby status shall not receive standby pay or travel pay for the shift. Such failure shall result in the following progressive discipline for each offense within a continuous twelve (12) month period:

- (1) First offense: Written warning
- (2) Second offense: One (1) shift suspension without pay
- (3) Third offense: Three (3) shift suspension without pay
- (4) Fourth offense: Suspension pending termination

- d. Any employee who fails to report for duty or any employee who fails to report for duty within the first two (2) hours from the time the call was placed shall be considered to have not shown for the call back. Any employee who fails to report for duty while in a standby status shall not receive standby pay or travel pay for the shift and shall be subject to the following progressive discipline for each incident in a continuous twelve (12) month period:

- (1) First offense: Twenty-four hour suspension without pay
- (2) Second offense: Suspension pending termination

- e. Should an employee show a pattern of failing to return to UMC or a pattern of failing to report within the appropriate timeframe, then the employee may be moved to the next level of discipline.
  - f. Employees in Information Technology who are placed on Standby are often contacted to respond to and resolve a problem without returning to UMC (a situation unique to Information Technology). When returning to UMC is not required, employees in Information Technology, assign in writing to receive Standby Pay in accordance with Article 17.6 (Overtime – Standby Pay), shall receive compensation at time and one-half in 15 minute increments for the time spent resolving an issue. If the problem identified above requires the employee to return to UMC, the employee will be compensated in accordance with Article 17.6 (Standby Pay) and 17.7 (Callback Pay).
7. **Call Back Pay:** Employees assigned to standby duty in writing (scheduled) who are subsequently required to return to the hospital to perform their duties after having left work shall receive a minimum of two (2) hours of work at one and one-half (1 ½) times the employee's regular rate (calculated the same as overtime) including applicable shift differential and/or critical care premium, unless the individual is called back to rectify his/her own error.
- a. Employees must clock in immediately when reporting to the hospital for call back duty and must clock out upon the completion of call back duty.
  - b. Employees may not indiscriminately return to the hospital on a call back basis and will be paid only where the appropriate authority authorizes the request for the employee to be called back.
  - c. All employees on standby who are called back while in a standby status and who have been off the clock for more than 30 minutes shall be guaranteed one-half (½) hour travel time pay to return to the hospital and one-half (½) hour travel time pay from the hospital, which shall be paid at the employee's regular straight time hourly rate of pay.
8. **No Pyramiding:** Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement except as agreed to by the parties in Section 6 of this Article.
9. By nature of the twenty-four (24) hour operation of UMC and the critical needs arising in care of patients and providing supporting services necessary in the operation of UMC, cost centers may require mandatory overtime. UMC will meet and confer with the Union regarding the need and specified duration (start and end date) for the overtime. If such overtime is required the cost center will create a voluntary overtime list, based on classification. Mandatory overtime for a specified duration shall be enacted only after voluntary overtime list is exhausted and per diem employees in the department have met their contractual obligation as specified in Article 11 – Per Diem Employees. If the duration of the mandatory overtime extends beyond the original date, the parties will meet and confer regarding the extension of

the time period. Employees may be mandated to work overtime, in lieu of, the voluntary overtime list based on specific knowledge, skills and abilities that may be required for the overtime assignment at the department head's discretion. Management will be reasonable in determining excused reasons for employees unable to work mandatory overtime. Employees shall not be disciplined for excused reasons for not working mandatory overtime. Employees may refuse mandatory overtime provided it is of an emergent nature as determined by the department head or designee.

10. All employees required to work the following holidays will receive one and one-half (1½) times their regular rate of pay, including differentials, for all hours worked:

New Year's Day	January 1
Memorial Day	May, last Monday
Independence Day	July 4
Labor Day	September, 1 <sup>st</sup> Monday
Thanksgiving Day	November, 4 <sup>th</sup> Thursday
Christmas Day	December 25

11. Employees eligible for holiday pay shall be in pay status the last scheduled working day before and the next scheduled working day following the designated holiday to qualify for holiday pay.
12. In emergent staffing situations, the Chief Nursing Officer may implement at his/her sole discretion an incentive bonus to compensate employees who receive standby pay and callback pay for working extra shifts.
- a. High patient census and limited resources resulted in an incentive bonus being provided to employees who were willing to work an extra shift by signing up for standby pay and working additional shifts. The decision to implement this incentive was discussed with SEIU, Local 1107 and presented as a pilot program.
  - b. The parties to this MOU are now interested in continuing the practice of providing an incentive to employees who work extra shifts when an emergent staffing situation exists. Therefore, the parties agree to the following:
    - (1) Due to the emergent nature of critical staffing situations at the hospital, the Chief Nursing Officer (CNO) has the ability to implement an incentive bonus to compensate employees who receive standby pay and callback pay for working extra shifts.
    - (2) The need to initiate an incentive bonus will be communicated to the Chief Stewards to ensure the amount of incentive compensation and the timeline for the incentive is clearly defined.
    - (3) The status of emergent incentive bonuses will be reviewed with the Patient Care Advisory Committee at the next scheduled meeting after the incentive bonus has been activated.

- (4) The CNO, after meeting and conferring with the Chief Stewards, will prepare a policy regarding the administration and application of the emergent incentive bonus.

**ARTICLE 18**  
**Shift Differential**

1. Shift differential is defined as the premium authorized to be paid to an employee above his/her regular straight time hourly rate of pay for working a scheduled shift other than a day shift.
2. Shift differential is applicable only to those hours worked between 1:30 p.m. and 7:15 a.m. provided four (4) or more consecutive hours of the shift are worked between 6:00 p.m. and 7:00 a.m. and to any hours worked between 6:00 p.m. and 6:00 a.m. regardless of starting or ending times of the shift.
3. Weekend differential is defined as the premium authorized to be paid to an employee working applicable hours where the majority of the hours of the shift are between 7:00 p.m. Friday through 7:30 a.m. Monday.
4. For purposes of this Article, an evening shift is defined as beginning prior to 11:00 p.m.; a night shift is defined as beginning at or after 11:00 p.m.
5. Shift differential will be paid only for hours actually worked, and will not apply to Consolidated Annual Leave, severance, EIB leave, or any other non-working pay.
6. Shift differential shall be paid using the following rates:
  - a. Regular full-time and part-time employees working an evening shift shall receive a shift premium of \$1.60 per hour.
  - b. Regular full-time and part-time employees working a night shift shall receive a shift premium of \$2.20 per hour.
  - c. Regular full-time and part-time employees working a weekend shift shall receive a shift premium of \$2.05 per hour in addition to other differentials.
7. If an employee's worked shift hours overlap from the evening to night shift, hours from 1:30 p.m. to 11:00 p.m. shall be paid at the evening shift rate and hours from 11:00 p.m. to 7:15 a.m. shall be paid at the night rate, provided the overlap is at least one (1) hour in duration.

**ARTICLE 19**  
**Acting Appointments**

1. An employee who is temporarily assigned in writing or scheduled by UMC to perform at least fifty percent (50%) of the functions of the classification in a higher salary range shall be paid four percent (4%) above his/her regular hourly rate or the minimum of the higher salary range, whichever is greater, for all hours actually worked in the higher classification. The higher classification must already exist within the department (for this article Ambulatory Care is considered a department) to be assigned as an acting appointment. The employee shall continue to receive any applicable shift differential and critical care premium during the acting assignment provided the employee continues to work a shift eligible for a differential and/or is working in a unit identified in Article 20 (Section 1 or Section 2, as applicable) of this Agreement. Acting pay for periods up to thirty (30) calendar days requires the written approval of the department manager and may not exceed thirty (30) calendar days without review by Human Resources and the approval of the CEO or his/her designee. No acting pay will be given without the appropriate written approval.
2. The selection of an employee to fill an acting appointment will be based on employee interest and management selection. Managers are to inform employees of a potential acting assignment to solicit interest followed by an informal interview to make a selection. If the acting appointment will exceed ninety (90) calendar days, the manager will consider the interest of other qualified employees in the department to fill the acting assignment.
3. A bargaining unit employee shall not be required, (but may voluntarily) serve in an acting appointment to a position or classification which is excluded from the bargaining unit. The manager will explain the duties of the acting assignment to assist the employee in making an informed decision in accepting the assignment. Exceptions to this provision may occur in the event the hospital is required by law or on a short term basis (defined as less than thirty (30) consecutive days) to have an individual serve in an acting capacity. In such cases when an employee is serving in an acting capacity on an involuntary basis, that employee shall not be required to discipline or evaluate those employees over which they are assigned to supervise. Further, to avoid a conflict of interest, a Union Officer or steward shall not be required to serve in an acting capacity. If a Union officer or steward volunteers to serve in an acting capacity he/she must step down from his/her Union position.
4. Upon request from the Union and within fourteen (14) working days of the request, UMC will provide a report identifying, by name: the employee's classification, acting appointment assigned to, initial date of appointment, and if appropriate, the expected duration of the assignment.

**ARTICLE 20**  
**Critical Care Premium**

1. Each licensed or registered nurse or charge nurse permanently assigned to and working in one of the following areas shall receive a five percent (5%) premium above the employee's base hourly rate for all hours in pay status in one of the

following units: ICU, CCU, BCU, NICU, PICU, SCU, TICU, IMC, L & D, MRI, Special Procedures, Ante-Partum, Surgery, Oscopy, Day Surgery, PACU, Adult Emergency Room, Chest Pain Center, Trauma Resuscitation, Pediatric Emergency Room, Critical Care Transport, 3 West, 3 South, 5 South-Oncology, Pediatrics-Oncology, and Cath Lab. Otherwise eligible employees in an under fill status as defined by Nursing policy for qualifications for hire for clinical areas will not receive the premium until they successfully complete the under fill status.

2. The current practice relative to employees floating to the above identified areas will prevail for the duration of this Agreement.
3. If UMC determines a need to provide compensation to employees for special skills for which the employee is found to be qualified to perform, UMC will negotiate with the Union the percentage of the skill based pay.
4. Otherwise eligible staff not required to administer chemotherapy medication (or associated care) due to mitigating circumstances will not receive premium pay while in pay status for duration of the restriction.

**ARTICLE 21  
Consolidated Annual Leave**

1. Eligible employees shall accrue annual leave at the following rates based on hours worked and benefits paid up to a maximum of 80 regular hours worked in each pay period (two (2) consecutive work weeks) (excluding regular hours worked as double back which are not authorized by the Administrative Division Head).

<u>Length of Service</u>	<u>Rate of Accrual</u>
0 -90 days	3.077 hrs/80 hrs worked
91 - 12 months	5.2769 hrs/80 hrs worked
13 months - 48 months	8.3077 hrs/80 hrs worked
49 months - 108 months	9.846 hrs/80 hrs worked
109 months & over	11.3847 hrs/80 hrs worked

Upon completion of the 90th day of employment the employee's CAL Bank will be credited with an additional twelve (12) hours. Upon completion of the twelfth month of employment the employee's CAL Bank will be credited with an additional eighty (80) hours.

2.
  - a. Consolidated Annual Leave may not be accumulated to exceed 320 hours as of the employee's anniversary date. Any CAL hours over 320 on the employee's anniversary date will be paid to the employee on their next paycheck.
  - b. Employees having 320 or more hours in the CAL bank shall be granted up to forty (40) hours off once per calendar year on request, unless prohibited by an emergency. The request must be made in writing with at least two weeks' advance notice from the start of the requested leave.

3.
  - c. Employees may be compensated for existing Consolidated Annual Leave (CAL) by submitting a written request to Payroll, provided the employee carries a minimum accumulated balance of no less than sixteen (16) hours after payment. Paragraph 3 of this article may be applicable as a result of the sell-back process. Payment will be made on the employee's paycheck on or before the second full pay period following receipt of the employee's request and taxed at the current supplemental tax rate. Donor CAL will not be eligible for this process.
  - d. Employees who have 300 hours or more of CAL accrued as of their anniversary date will receive 8 hours of pay at their current base hourly rate on the next complete payroll cycle.
3. Annual leave days, except those due to emergency illness or other emergency matters, must be submitted in writing in advance and approved by the immediate supervisor. Employees are not required to find a replacement as a condition of leave being approved, but may choose to assist the manager in locating a replacement. An employee may request and be approved to use CAL that exceeds his/her CAL balance at the time of review by the manager; however, the employee must have the accrued CAL at the time of its use. Otherwise, the time will automatically be denied and the employee is expected to be at work as scheduled. The manager may consider the employee's pattern of time off from work in making the decision to either approve or deny leave requests involving future CAL accruals. No CAL shall be approved more than 180 days in advance of its use. Under normal circumstances the following advance notice is required.

<u>Leave Period Requested</u>	<u>Advance Notice Required</u>
40 hours or more	2 weeks
16 - 39 hours	1 week
Less than 16 hours	24 hours

Leave requests will be approved or denied by management prior to the first day of the requested leave but no later than seven (7) calendar days from the date of the request. All leave requests must be approved prior to the employee being able to actually take the leave. Management reserves the right to cancel annual leave requests in cases of emergency and/or to ensure sufficient staffing levels.

The parties to this Agreement understand that employees working in a single position classification should be afforded time off when requested as prescribed by this Article. The employee and manager should meet and confer to ensure the needs of the department and the employee are considered before approving or denying CAL requests.

4. In the case of emergency or sudden illness, an employee will receive pay from the appropriate accrual bank for the time missed.

5. Physician appointments, dental appointments, personal or family matters which must be scheduled by an employee during his/her regularly scheduled shift will be charged to the CAL Bank.
6. When an employee is ill, the first sixteen (16) hours shall be charged against the employee's CAL bank. Should CAL bank accruals be less than sixteen (16) hours, the employee shall be compensated for the amount equal to the accrued hours in the CAL bank. The remaining hours, up to sixteen (16) hours, exceeding the CAL accruals shall be charged to approved leave without pay. Should personal illness require an employee's absence from work for more than sixteen (16) consecutive scheduled working hours, the provisions of Article 22, Extended Illness Bank shall apply.
7. When leave days are required for personal illness or injury, UMC reserves the right to request a statement from the employee's private physician, when abuse of sick leave is indicated, or to establish the employee's fitness for duty after an absence of five (5) days due to illness or injury. The physician's statement must indicate whether or not the employee is able to return to his/her responsibilities with UMC, the anticipated date the employee will be able to return to the workforce and verification of hospital admission if the employee was hospitalized for the illness or injury.
8. Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated annual leave earned through the last day worked up to a maximum of 320 hours. Payment for unused annual leave will be at the employee's base hourly rate on the last day worked prior to separation.
9. Many departments in UMC are closed or staff levels are reduced to only essential personnel to observe traditional holidays. When that occurs, the employee(s) shall be paid from the CAL bank. If the CAL accruals are not equal to the time lost from work because of department closure, the employee shall receive payment equal to the total CAL accrual, and the remainder of the time lost shall be charged to approved leave without pay.
10. It is the department manager's responsibility to either close the department or schedule only those employees essential to UMC operations for work on a designated holiday. The following are considered traditional holidays:

New Year's Day	Martin Luther King, Jr's Birthday
Presidents' Day	Memorial Day
Independence Day	Labor Day
Nevada Admission Day	Veterans' Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

Any day local government offices are required by State law to close for a legal holiday.

11. When requesting the use of CAL time under Section 3, employees shall not be required to explain the purpose of the leave.
12. Scheduling of prime holidays will be on a rotational basis beginning with the shift that starts at or about 7 p.m. the night before the holiday through the shift ending at or about 7 p.m. the night of the actual holiday. Prime holidays are:

Thanksgiving  
 Christmas  
 New Year's Day  
 Independence Day  
 Memorial Day  
 Labor Day

Employees scheduled over their FTE status on a prime holiday week may have one of the other scheduled days removed by UMC. Those scheduled under their FTE status on a prime holiday week may have a shift added to the schedule and/or be granted CAL payment (or leave without pay if CAL accrual is not sufficient) for one shift to reach their FTE status.

13. **Donor Bank**  
DONATIONS: An employee may donate unused CAL or donor bank time to a fellow employee provided that employee has less than their FTE complement of CAL and EIB, unless the fellow employee was prohibited from or did not qualify to use his/her own EIB. To donate CAL, the donor must have a balance of 40 hours of CAL left in his/her CAL bank after the donation. The employee shall make the transfer by designating a specific number of whole hours to be transferred to a designated employee. The hours will be converted to the donor's hourly rate and placed in a designated recipient donor bank (subject to any federal or state law).

USAGE: The employee recipient may utilize such donated hours for a personal illness or injury or the purpose of caring for a member of his/her immediate family (as defined in Article 23, Section 6(a)(2)). Donor banks set aside for the recipient will automatically be used based upon the recipient's hourly rate. Upon separation, any unused donor hours must be assigned or transferred to an employee qualifying for donor bank participation in accordance with this section. Donor hours not assigned before the donor separates will be lost.

EMPLOYEE'S ILLNESS: The employee must comply with Article 21 section 6 and/or Article 22, section 4 or 5 as applicable for CAL/EIB requirements. Once the employee is out of CAL and EIB as listed in the above sections, the employee may use his/her donor bank.

CARE OF FAMILY MEMBER: The employee is required to use all accrued CAL leave prior to using donor bank.



**ARTICLE 22**  
**Extended Illness Bank**

1. Eligible employees shall accrue compensated leave time to be used in cases of extended illness or injury at the rate of 1.846 hours for each eighty (80) hours worked. Accruals will be based on hours worked and benefit hours paid up to a maximum of eighty (80) hours per pay period (a two-consecutive week period, excluding overtime and regular hours worked as double back which are not authorized by the Administrative Division Head).
2. **Extended Illness Definition:** Extended illness is defined as any illness necessitating 1) hospitalization as an inpatient, or held in official observation status, 2) outpatient surgery, excluding simple (dental) extractions, or 3) absence of more than 16 consecutive scheduled work hours.
3. There shall be a maximum of 720 hours (combined total) accrued in the employee's extended illness banks. All accrued Extended Illness Bank (EIB) hours in excess of 720 hours will automatically be placed in the employee's Consolidated Annual Leave bank. If the employee's EIB balance falls below 720 hours, the EIB accrual shall stop being placed in the employee's CAL bank until he/she has again reached 720 hours in the EIB bank.
4. Payment under EIB: For circumstances meeting the definition of Section 2 above, numbers 1 and 2, employee shall be paid directly from EIB after the department manager receives proof of hospitalization. For circumstances meeting the definition of Section 2 above number 3, an employee, starting with the seventeenth (17th) hour, shall be paid from EIB to continue the employee's base pay. Article 21 will supersede this provision for holidays identified in this Agreement.
5. An approved statement from a state licensed health care provider in an appropriate discipline may be required by the department manager before authorizing EIB hours.
6. Any employee who was terminated as a result of a layoff pursuant to Article 12 of this Agreement and who is subsequently recalled, shall have his/her EIB balance reinstated upon acceptance of the offer of recall. EIB hours paid to the employee upon separation in accordance with Section 8 below shall not be reinstated.
7. Years of service completed and EIB balances earned prior to the signing of this collective bargaining Agreement are not eligible time or hours for payoff upon separation. If an employee separates from UMC after three (3) consecutive years of employment after the signing of this Agreement, the employee shall receive payment for one-half (1/2) of his/her EIB accumulation earned after the signing of this Agreement. An employee's EIB payoff upon separation shall increase above fifty percent (50%) at the rate of one and one-half percent (1 1/2%) for each additional year of consecutive service above ten (10) through twenty (20) years of service. An employee's EIB payoff upon separation shall increase above sixty-five percent (65%) at the rate of three and one-half percent (3 1/2%) for each additional year of consecutive

service above twenty (20) up to a maximum of one hundred percent (100%) at thirty (30) years of service. Payment for unused EIB will be at the employee's base hourly rate on the last day worked prior to separation. If a non-probationary employee is laid off from the service of UMC with less than three (3) years of consecutive employment after the signing of this Agreement, the employee shall receive payment for one half (1/2) of his/her EIB accumulation.

**ARTICLE 23**  
**Miscellaneous Leaves**

1. **Military Leave:** Military leave shall be granted in accordance with applicable state and federal laws. Any permanent full or part-time employee who is a member of the organized U.S. Army, Navy, Air Force, Marines, Coast Guard, Nevada National Guard or Marine Corps Reserves shall be released from his/her duties, upon presentation of the appropriate orders, and shall continue to receive his/her regular rate of pay from UMC as prescribed by NRS 281.145, and any pay and benefits as provided in the Uniformed Services Employment and Re-employment Rights Act of 1994, for a period of not more than fifteen (15) working days per any one (1) calendar year.
2. **Jury/Witness/Court Duty:** Employees shall receive full compensation as though he/she were actually on the job for all time spent: (1) on jury duty during his/her work shift; (2) as a witness, in non-UMC matters, due to employment with UMC; or (3) in court on behalf of UMC.
  - a. **Jury Duty:**
    - (1) An employee who is required by jury summons or legal process to appear for jury duty in any criminal case, civil case or before a Grand Jury which causes a loss of regularly scheduled work shall be paid for the regular scheduled time lost. The employee will be paid the employee's regular rate of pay including all applicable differentials. The time spent on jury duty will not be counted as hours worked for the purposes of computing overtime.
    - (2) Employees shall claim any jury or other fee to which he/she may be entitled by reason of such appearance during regularly scheduled work and shall pay such fees, except mileage, to UMC within five (5) calendar days of receipt, to be deposited in the applicable fund of UMC.
    - (3) If the employee is released from jury duty after less than (4) hours, the employee shall return/report to work.
    - (4) A night shift employee (defined as an employee whose shift requires him/her to work past twelve a.m. midnight) will be released from duty no less than eight (8) hours before the time at which the night shift employee is to appear for jury duty. The night shift employee will be paid his/her regular rate of pay including all applicable differentials for

the regular scheduled time lost. A night shift employee who appears for jury duty for four (4) or more hours will be given his/her next regular shift off with pay, less shift deferential.

- (5) Employees must provide his/her supervisor with the original or a copy of the jury summons or legal process.
- (6) Compensation applies only to the regularly scheduled hours of work, and no benefit shall be paid for time spent on jury duty during which the employee was not regularly scheduled to work. If an employee is required to report to jury duty on a day that would normally be a day off, the employee is not entitled to compensation from UMC but may keep any jury or other fee.

**b. Witness in Non-UMC Matters Due to Employment with UMC:**

- (1) UMC employees may be required by legal process, subpoena, or summons to appear and testify in court as a witness because of the employee's duties at UMC even though UMC is not a party to the matter (e.g., a criminal case). For all such appearances and testimony, the employee shall be paid the employee's regular rate of pay, including all applicable differentials. The time spent for such appearances and testimony will be counted as hours worked for the purposes of computing overtime.
- (2) A night shift employee will be released from duty no less than eight (8) hours before the time at which the night shift employee is to appear to testify in court under this Section. The night shift employee will be paid his/her regular rate of pay including all applicable differentials for the regular scheduled time lost. A night shift employee who spends more than four (4) hours at court for his/her appearance will be given his/her next regular shift off with pay, less shift differential.

**c. Court Duty on Behalf of UMC:**

- (1) An appearance in court on behalf of UMC is defined as a matter in which UMC is a party and includes, but is not limited to, the following: court appearances or testimony, including time spent for preparation or post-appearance/testimony; depositions, including time spent for preparation or post-deposition; and interviews or investigations for pre-litigation or active litigation matters.
- (2) An employee who is required by UMC to appear for court duty on behalf of UMC shall be paid the employee's regular rate of pay including all applicable differentials. The time spent for court duty will not be counted as hours worked for the purposes of computing overtime.
- (3) A night shift employee will be released from duty no less than eight (8) hours before the time at which the night shift employee is to appear for

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court duty on behalf of UMC. The night shift employee will be paid his/her regular rate of pay including all applicable differentials for the regular scheduled time lost. A night shift employee who spends more than four (4) hours for court duty on behalf of UMC will be given his/her next regular shift off with pay, less shift differential.

3. **Leave Without Pay:** Upon advanced written application to the department manager, a regular status employee may, in UMC's sole discretion, be granted a leave of absence without pay for a period not to exceed thirty (30) calendar days, without prejudice to his/her status, but no leave credits shall accrue during any such leave period.

- a. Unpaid leave of absence will be granted in thirty (30) calendar day increments only and extended only when, prior to the expiration of the initial leave period, an employee requests, in writing, an extension of the leave period with the supporting documentation a supervisor may require.
- b. Employees shall not be required to use any paid leave prior to being granted unpaid leave.

4. **Bereavement:** In the event of a death in an employee's immediate family (as defined below), the employee shall be entitled to consecutive paid bereavement leave based on full time equivalent (FTE) status to be taken within a consecutive 30 day period of the covered family member's death:

- a. Bereavement with pay at his/her regular rate of pay including differentials, to attend the funeral or memorial service, or to attend to the settlement of the estate of the immediate family member. Such release shall not be considered as hours worked and will not be counted towards overtime. The amount of leave provided and paid is as follows:

- (1) 1.0 FTE receives 40 shift hours
- (2) .9 FTE receives 36 shift hours
- (3) .8 FTE receives 32 shift hours
- (4) .7 FTE receives 28 shift hours
- (5) .6 FTE receives 24 shift hours
- (6) .5 FTE receives 20 shift hours

- b. UMC reserves the right to request proof of death.

- c. Immediate family shall be defined as: Spouse, Spousal Equivalent, Son, Daughter, Father, Mother, Brother, Sister, Mother-in-Law, Father-in-Law, Grandfather, Grandmother, Grandson, and Granddaughter. Providing the familial relationship remains intact at the time of death the employee's Step-Mother, Step-Father, Step-Son, Step-Daughter, Step-Sister, Step-Brother, Step-Grandmother, Step-Grandfather, Legal Guardian, Legal Ward, Daughter-in-Law, or Son-in-Law, Brother-in-Law or Sister-in-Law.

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- d. An employee wishing to attend the funeral or memorial service for an Aunt, Uncle, Niece, and Nephew shall be given up to three days of CAL or leave without pay (at the employee's option) upon notification to the department supervisor/manager or designee.
- e. Such leave shall not be considered an absence for purposes of Article 37 of this Agreement.

5. **Family Leave:** Any full or part-time employee not covered by the provisions of the Family Medical Leave Act of 1993 may request a Family Leave without pay up to a maximum of ninety (90) calendar days for the following reasons:

- a. To attend to the needs of a newborn or newly adopted child.
- b. To attend to the needs of a member of the immediate family (spouse, children, legal ward, mother or father) recuperating from serious illness or injury requiring custodial care or hospice care.

The employee shall apply to the Department Head who must submit the request to the Chief Human Resources Officer for final approval. UMC shall base the approval on the following criteria:

- a. Need for leave can be verified (Release of Information Form).
- b. Employee must provide a minimum of two (2) weeks advanced written notice of the need for the leave to the department manager.

6. UMC shall continue to provide benefits in accordance with the Family and Medical Leave Act of 1993, including the following additional provisions:

a. **Purpose:** In accordance with the Family and Medical Leave Act of 1993, the provisions of this Collective Bargaining Agreement and UMC Human Resources Policy 10 and Human Resources Procedure 9, as in place upon the ratification of this Agreement, and as clarified and/or modified as contained below, shall not be amended or changed unilaterally by UMC, unless required by law. UMC shall continue to grant job protected family and medical leave to eligible employees for up to the maximum period as provided for under the FMLA and the terms of this Agreement (up to at least twelve (12) weeks during a rolling twelve (12) month period, and to the extent allowed by this Agreement) for any one or more of the following reasons:

- (1) The birth of a son or daughter and to care for the newborn child or the placement of a child with the employee for adoption or foster care; or
- (2) In order to care for a family member (parents, spouse, child, legal ward) with a serious health condition; or

- (3) The employee's own serious health condition that makes the employee unable to perform the functions of his/her classification/position.

b. **Intermittent or Reduced Leave:** An employee may take leave, intermittently (a few days or a few hours at a time), or on a reduced work schedule to care for a family member with a serious health condition or the employee's own serious health condition, when it has been determined to be medically necessary.

- (1) Medically necessary means there must be a medical need for the leave as distinguished from voluntary treatments and procedures and that the care can best be provided on an intermittent or reduced leave schedule.

- (2) The employee may be required by UMC to transfer temporarily to a position with equivalent pay and benefits (including the employee's regular rate of pay and applicable differentials) in order to better accommodate recurring periods of leave, when the leave is foreseeable, because it is planned based on scheduled medical treatment. If the employee is temporarily transferred, the employee shall be allowed to return to the position the employee held immediately preceding the transfer without loss of seniority, pay or any benefits, in accordance with the following:

(a) **Intermittent/Reduced Work Schedule:** due to an employee's family member's serious health condition:

- (1) When UMC determines that a temporary transfer/reassignment is needed to accommodate an employee's intermittent or reduced work schedule for an approved family medical leave period, the employee retains the right to transfer back to the previously held position, without loss of pay, seniority or any benefits provided not more than 180 calendar days have lapsed in the temporary assignment and the reason for the temporary reassignment has been resolved.

- (2) If more than 180 calendar days but less than 365 calendar days have lapsed in the temporary assignment, and the reason for the temporary reassignment has been resolved, the employee may request, in writing to be returned to the previously held position, and he/she shall be returned, provided a vacancy exists. If a vacancy does not exist upon resolution of the need for the temporary reassignment, the employee shall be

entitled non-competitively to the next available position in the employee's previous classification and department, within twelve (12) calendar months of return to full duty. The employee does not have any bumping rights to his/her previous position. If a position becomes vacant after the twelve (12) calendar months, UMC retains the right to non-competitively return the employee to his/her previous position/classification.

- (3) If more than 365 calendar days have lapsed in the temporary assignment, the manager of the employee's previous department retains exclusive right to non-competitively return the employee to his/her previous position.
- (b) **Intermittent/Reduced Leave:** when an employee has a need to take intermittent/reduced leave for his/her own serious health condition, UMC may determine that a temporary reassignment is necessary to accommodate an employee's request. Should the employee be temporarily reassigned, he/she retains the right to transfer back to the previously held position, without loss of seniority, pay or any benefits, providing not more than 365 calendar days have lapsed in the temporary assignment and the employee is released back to full duty status. If UMC filled the vacated position and the employee provides a written request to Human Resources, he/she shall be non-competitively placed into the next available position in his/her previous department. If more than twelve (12) consecutive months have lapsed since the employee returned to a full duty status, and no position became available during that time frame, then, UMC retains the right to non-competitively return the employee to his/her previous position/ classification.
- (c) **Application for FMLA:** if an employee is utilizing accrued leave (CAL or EIB) and UMC determines that the reason for such leave is an FMLA qualifying event, UMC shall notify the employee of his/her FMLA rights. It is the employee's sole decision whether or not to apply for the FMLA for each such event.
- (d) **Consecutive Leave:**
  - (1) Employees returning to a full duty status upon completion of the approved consecutive FMLA leave period, including any additional leave as outlined below (regardless of the reason for the

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FMLA leave), shall be returned to his/her current position. Assignment to an equivalent position will only be permitted if the original/former position no longer exists; or if the employee is incapable of performing the essential duties of the original/former position; or if the position has been identified by both UMC and the Union as a key position and that position was subsequently filled.

- (2) If an employee is assigned to an equivalent position upon return from an approved consecutive FMLA period (regardless of the reason for the FMLA leave), he/she shall be entitled non-competitively, upon written request to Human Resources, to the next available position in the employee's previous department, provided the employee is still qualified to perform the essential functions of the previous position. Re-employment rights are limited to any vacancy within the twelve (12) consecutive months immediately following the employee's return to work. Should more than twelve (12) consecutive months have lapsed since the employee's return and no vacancy occurred within the twelve (12) consecutive months, then the manager retains the exclusive right to non-competitively return the employee to his/her previous position/classification.
- (e) **Leave of Absence:**
  - (1) Upon completion of an approved consecutive FMLA period, any employee who has been employed by UMC for less than 120 months shall be provided not more than one (1), thirty (30) calendar days leave of absence for the continuation of the serious health condition. The employee must submit his/her request in writing and provide documentation, from the health care provider recommending FMLA, of the medical necessity for the continuation of leave. The employee's written request must be submitted to the employee's manager/director as soon as possible and prior to the expiration of the approved FMLA period.
    - (a) Upon completion of the additional thirty (30) calendar days or less, if the

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employee is not returned to full duty, due to his/her continuation of the serious health condition, then the employee shall be suspended pending medical separation.

(b) Upon completion of the additional thirty (30) calendar days or less leave of absence, if the employee is unable to return to full duty, based on a continuation of the serious health condition of an immediate family member, the employee shall be suspended pending termination for failure to return from an approved period of family medical leave. But in no case, if the termination is upheld, shall this be construed as a disciplinary termination.

(2) Upon completion of an approved consecutive FMLA period, any employee who has been employed by UMC for more than 120 months shall be provided not more than two (2) separate, thirty (30) calendar day leave of absences for the continuation of the serious health condition. The employee must submit his/her request in writing and provide documentation from the health care provider recommending FMLA, of the medical necessity for the continuation of leave. The employee's written request must be submitted to the employee's manager/director as soon as possible and prior to the expiration of the approved FMLA period and each extension thereof.

(a) Upon completion of the additional leave of absence(s), but not more than sixty (60) calendar days, if the employee is not able to return to a full duty status due to his/her own serious health condition, the employee shall be suspended pending medical separation.

(b) Upon completion of the additional leave of absence(s), but not more than sixty (60) calendar days, if the employee is not able to return to full duty due to the continuation of a serious health condition of an immediate family member, the employee shall be suspended pending termination for failure to

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return from an approved period of Family Medical leave. But in no case, if the termination is upheld, shall this be construed as a disciplinary termination.

7. **CATASTROPHIC MEDICAL LEAVE:** the purpose of this paragraph is to identify when UMC shall apply certain job protections as a result of a catastrophic medical event.

a. A catastrophic medical event shall be defined as an unanticipated and debilitating injury or illness rendering the employee incapable of performing the essential physical requirements of his/her job for more than three consecutive months (for example: cancer, heart attack, stroke, back surgery) and which keeps the employee from work during an extended treatment and/or rehabilitation period.

b. Eligibility - in order for catastrophic leave to apply the following must be met:

1. The employee must have been employed as a full or part-time employee for at least five (5) consecutive years.
2. The employee must have a catastrophic medical event as defined above.
3. The employee must have submitted for and been approved to take consecutive family medical leave (FMLA) as defined in paragraph 6(e) above.
4. The certification of health care provider form must indicate the employee will be unable to work in excess of the 12 weeks guaranteed under the FMLA due to the catastrophic medical event. If the employee's medical condition changes prior to the expiration of FMLA, he/she may submit medical documentation to Human Resources to that effect prior to the final designation of catastrophic leave.

c. Job Protection - employees meeting all the requirements of subparagraph b above shall be guaranteed the following:

- (1) After the approved 12 weeks of FMLA, the employee shall be administratively transferred from his/her original cost center to a holding cost center for a period of time not to exceed twelve (12) consecutive months from date of the original catastrophic medical event.
- (2) If the employee is able to return to full duty before the twelve (12) months identified in subparagraph 1 above, then he/she shall be entitled non-competitively to the next available position in his/her classification, provided the employee meets the knowledge, skills and

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competency requirements of that position (this may include the position previously held by the employee, if available). This provision takes precedent over Article 11, paragraph 4 of this Agreement. In the event there is no position available when the employee is returned to full duty under this provision and the employee is subsequently medically separated after the twelve (12) consecutive months, he/she shall be placed on a recall list for two (2) years from the date of medical separation. The process of recalling the employee under this provision, shall follow the process identified in Article 12, Section 2, paragraphs 1 (except for the period of recall) and 3 of this Agreement. Employees medically separated under this provision have priority reinstatement over employees laid off per Article 12 section 1 of this Agreement.

- (3) If the employee is able to return to duty through an accommodation provided under the Americans with Disabilities Act within the twelve (12) consecutive months from the original date of injury, he/she shall be entitled to a position based on that accommodation (which may include a position in a lower classification) provided a vacancy exists in the lower classification.
- (4) If the employee is not returned to duty under subparagraphs 2 or 3 above before the end of the twelve (12) month period identified above, due to medical reasons, he/she shall be medically separated. Such medical separation may be grieved per Article 9 of this Agreement.

8. **Voluntary Unpaid Leave (VUL):** if an employee is scheduled to work and no work is available and the employee is called off; an employee is scheduled to work fewer hours than his/her FTE status due to department closures; or if authorized under any applicable provision of this Agreement, an employee elects to use Voluntary Unpaid Leave, the employee may use Voluntary Unpaid Leave or CAL time at the employee's discretion. CAL and EIB will continue to accrue for the number of hours an employee is on Voluntary Unpaid Leave. If the lack of work is due to a management decision to close earlier than regularly scheduled hours, or to temporarily close for hours the department is normally open, UMC, at the employee's request, shall find work for that employee in other areas of the facility, if such work is available and the employee is qualified to perform the work. Work identified for this purpose shall not be refused by the employee.

9. **Union Leave:** UMC shall release from work up to five (5) bargaining unit employees, when it has been determined by management that the release of those employees is operationally feasible, in order to conduct Union business, not necessarily specified or referenced in Article 7. The length of time such an employee is released shall not exceed twenty-eight (28) calendar days unless mutually agreed upon by both the Union and UMC. No more than five (5) bargaining unit employees may be released under this provision at any one time. When an employee has completed his/her services, he/she shall be returned to his/her previously held position without loss of any status or benefit

governed by this Agreement. It is understood and agreed that such employees shall not be utilized to oppose UMC on any issue, whether in the workplace, community, courts or legislature. The Union shall reimburse UMC for all costs associated with employees who are on Union leave, including salary compensation, PERS contributions and benefit continuation. The use and release of such employees will not interfere with the operational and staffing requirements of UMC or the released employee's department. The Union agrees to provide at least fourteen (14) calendar days advanced written notification to Human Resources of the bargaining unit employees it wants released under this provision. UMC shall not be responsible for any industrial injury claims resulting from activities performed on behalf of the Union away from UMC work locations during normal work hours.

- 10. **Leaves Associated with the Americans With Disabilities Act (ADA):** UMC will make a reasonable accommodation to return an employee who qualifies under the ADA to his/her position or to a position for which he/she qualifies (meeting the essential functions of the job) once the employee is released to return to duty and in accordance with the time-frames and provisions of the Act. In such case the employee shall not be required to compete for the position.
- 11. **Leaves Associated with Workers' Compensation:** UMC will comply with NRS 616C.530.

**Article 24  
Group Insurance**

- 1. To be eligible for group insurance an employee must occupy a regular budgeted position and work at least 20 hours per week and meet the necessary qualifying periods associated with the insurance program.
- 2. Effective the signing of the Agreement, for medical, dental, and vision insurance plans ("medical insurance") UMC will deduct the following amounts from the employee's first two (2) paychecks each month to cover the employee's share of the cost for coverage under the insurance plans. The employee's share of the total premium for the plan which they are enrolled in shall be raised by twenty percent (20%) of any overall premium increases incurred by UMC on January 1 of each calendar year. Rates for subsequent years of the Agreement will be available on the UMC intranet (Human Resources and Health and Benefits tab).

<u>Self-Funded</u>	<u>Employee</u>	<u>Employee/ Spouse</u>	<u>Employee/ Children</u>	<u>Employee/ Family</u>
.5 (20 hrs/week)	\$94.43	\$179.78	\$169.37	\$249.20
.6 (24 hrs/week)	\$91.13	\$173.38	\$163.43	\$240.10
.7 (28-31 hrs/week)	\$87.81	\$166.92	\$157.49	\$231.02
.8 or above	\$ 5.00	\$114.50	\$106.57	\$170.70

HMO	Employee	Employee/ Spouse	Employee/ Children	Employee/ Family
.5 (20 hrs/week)	\$95.79	\$183.51	\$171.01	\$250.07
.6 (24 hrs/week)	\$92.93	\$177.80	\$165.91	\$242.41
.7 (28-31 hrs/week)	\$90.05	\$172.08	\$160.02	\$234.73
.8 or above	\$ 5.00	\$126.26	\$116.81	\$183.03

3. For vision coverage for all regular full-time and part-time employees under the Self-Funded plan (see plan document), the following amounts will be deducted from the employee's first paycheck of each month to cover the employee's share of the cost for coverage under the insurance plans:

**Self-Funded**

Employee:	\$0.24
Employee/Spouse:	\$0.68
Employee/Child:	\$0.49
Employee/Family:	\$1.14

4. For an employee in an unpaid status, UMC will pay its share of the premium only if the unpaid status is less than thirty (30) calendar days. If the unpaid status extends past thirty (30) calendar days, the employee has the option of paying the entire premium. In this instance, premium payments must be received by UMC no later than the 20th of the month for which the premium is being paid. Donor CAL placed in an employee's bank after the initial exhaustion of paid leave shall not qualify as paid status for this provision unless the amount is equivalent to the employee's full time equivalent (FTE) status in each pay period during any complete calendar month.
5. Should an employee forfeit group insurance coverage due to non-payment of the premium during an unpaid absence of more than thirty (30) calendar days, the employee must wait the normal waiting period required by the carrier upon returning to work before insurance coverage becomes effective.
6. A difference between an employee (or his/her beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in this Agreement.
7. Employees may elect to have group insurance deductions subtracted from gross income prior to federal income tax deductions in accordance with Section 125 of the Federal Tax Code and pay all associated administrative costs.
8. For regular full and part time employees who elect coverage, UMC shall pay 100% of the premium cost of a group life insurance policy, providing to each employee an amount of coverage of \$20,000 based on the eligibility requirements of the insurance plan. In addition to the coverage amount referred to in this section, additional coverage may be obtained for full and part-time employees through an alternative source. In the event such coverage is obtained, UMC's contribution shall not exceed \$200,000 per contract year.

**ARTICLE 25  
Retirement Contributions**

1. UMC will pay the employee's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for by NRS Chapter 286. Any increases in the percentage rate of the retirement contribution above the rate set forth in NRS 286.421 on May 19, 1975, shall be borne equally by UMC and the employee in the manner provided by NRS 286.421. Any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each employee's base pay equal to one half (1/2) of the decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective.
2. The term "retirement contribution" does not include any payment for the purchase of previous credit service on behalf of any employee.

**ARTICLE 26  
Workers' Compensation**

1. Under the provisions of an Agreement with the State Insurance Commissioner, UMC agrees to provide employees with medical treatment and compensation for on-the-job injuries or occupational diseases arising out of or during the course of employment with UMC.
2. For the purposes of this Article the following terms are defined:
  - a. Medical treatment is defined as all medical care rendered by a practitioner licensed to provide such medical care, hospitalization, medication and medical supplies including artificial members as prescribed by the licensed practitioner and transportation costs as provided for in NRS 616 and 617.
  - b. Compensation is defined as temporary disability payments if an employee is off work for five (5) consecutive days or more, permanent disability payments or awards and death benefits as provided for in NRS 616 and 617.
3. When an on-the-job injury or illness has been accepted, and as a result of that injury or illness the employee has been off work five (5) or more consecutive days, the employee will receive, in addition to medical treatment, temporary total disability compensation based upon a percentage of his/her averaged earned income.
4. Compensation payment is made every fifteen (15) days, retroactive to the first day lost from work. Continued compensation payments will be made every fifteen (15) days until such time the employee is released to return to work by the attending physician. The employee should keep the workers' compensation section of Human Resources advised of his/her work status to ensure timely payments of compensation.

5. Compensation payments, as mentioned in Section 3, do not commence until an employee has been off work five (5) or more consecutive days. For those injuries or illnesses which require less than five (5) days off work, the employee may elect to use his/her CAL and/or EIB time, if sufficient hours are available, to compensate for lost time from work. The employee must notify the workers' compensation section of Human Resources in advance of the date the time card is being completed if he/she wishes the lost time to be charged to CAL and/or EIB. Workers' compensation is responsible for notifying payroll and the supervisor of the employee's election. UMC reserves the right to require the election in writing.
6. If the employee wishes to receive full salary after he/she has been off work for five (5) consecutive days, he/she may do so by supplementing the compensation check with CAL, EIB hours, or Donor Bank as applicable under terms of this Agreement. The employee should advise the workers' compensation section of Human Resources of his/her selection of this option and submit such request, in writing, to Human Resources. Human Resources is responsible for notifying payroll and the supervisor of the employee's election.
7. Should there be no CAL or EIB accruals prior to or during the period of the lost time from work as a result of occupational illness or on-the job injury, the employee will be informed of such by his/her supervisor and will be assisted in applying for appropriate leaves in accordance with Article 23. Leave periods will be granted in accordance with Article 23 (FMLA, unpaid leave of absence, etc.).
8. Supplemental Payment. Since the use of CAL and/or EIB hours for occupational disability is at the option of the employee, for those who elect to accept the compensation check in lieu of their normal check charges against CAL and/or EIB, CAL and EIB hours will not accrue during the unpaid leave period. Accruals will resume in accordance with this Agreement upon the return of the employee to the active work force.
9. Health/Dental/Life Insurance. If, during the period of absence, the employee allows his/her health/dental/life insurance to lapse due to non-payment, the employee must meet all eligibility requirements of the applicable insurance plan document before benefits may be restored.
10. Appointments Relating To Work Injury. Any employee, who is on the job and is required to leave for a doctor appointment, physical therapy, medical testing, etc., must clock out upon leaving the work area and must clock back in upon return. Further, the employee is required to schedule the use of IC-CAL hours through their supervisor for these appointments and such CAL time shall not be unreasonably denied.

**ARTICLE 27  
Longevity**

1. **Creditable Service for Longevity Computation:** Periods of regular full-time employment and regular part-time employment with UMC shall be considered as creditable service for the purpose of computing longevity eligibility. All previous full-

time or part-time employment that was terminated under honorable conditions, provided that no more than six (6) months lapsed between any period of separation and re-entering UMC employment, will be considered creditable service. Any period in which an employee, while employed by UMC, is called involuntarily into the active military service of the United States Armed Forces will be considered as creditable service for compensation of longevity pay.

2. All current employees prior to the date of the signing of this Agreement shall be entitled to longevity pay in addition to their base salary upon completion of eight (8) full years of creditable service. Employees hired into UMC service under this Agreement on or after the date of the signing of this Agreement shall be ineligible for the longevity benefit. All other employees covered by this Agreement prior to the date of the signing of this Agreement shall remain eligible for the longevity benefit. Specifically, employees eligible but not receiving payment at the date of the signing of this Agreement shall receive the longevity benefit after eight (8) full years of creditable service. The longevity benefit and eligibility for such shall be maintained upon promotion, transfer or demotion into a non-Union position and in the event an employee is recalled to UMC employment in accordance with Article 12 – Personnel Layoff, Recall and Appeal Procedure
  - a. The longevity payment shall be paid annually, in a lump sum amount, during the first pay period following the employee's anniversary hire date, as adjusted for below condition where applicable (Section 4). Longevity payments shall be prorated from the anniversary hire date, as adjusted, for eligible employees separated for any reason.
3. Longevity rates for eligible full-time employees shall be paid at the rate of \$80.00 for each year of creditable service of those employees with an annual base salary under \$14,000; and at .57 of 1% of the base salary for employees earning \$14,000 or more. All part-time employees will be paid at the rate of \$40.00 per year for all part-time service regardless of annual salary. All employees classified as working 72 hours per pay period are considered full-time for eligibility purposes.
4. Any period that an employee is on any leave of absence without pay for more than thirty (30) days will be deducted from the creditable service for longevity pay regardless of the reason for the unpaid leave period.
5. The parties agree that for a period of eight (8) years from the date of the signing of this Agreement, Article 27, Longevity, shall not be subject to negotiation without the express written consent of both parties.
6. The parties agree the terminology in section 2 and section 5 above that reads "date of the signing of this Agreement" is September 6, 2016.

**ARTICLE 28  
Education/Training**

1. UMC is committed to encourage and assist its employees in increasing and broadening their skills and knowledge through continued education in areas that will



contribute to their job performance with UMC. To this end, UMC agrees to establish education and training programs and policies that will support this commitment. Such programs will be determined by UMC and may include in-services, annual mandatory testing, educational leave of absences, skills/training fairs, hospital accreditation/compliance programs, tuition reimbursement. Communication to employees regarding required training and education and deadlines for successful completion will be made electronically and by hard copy for departments with limited electronic access. UMC and the Union agree to meet and discuss inconsistencies that occur in the availability of such education and training.

2. All employees will be afforded equal access to education and training programs and opportunities.
3. **Educational Leave of Absence:** Upon written application to his/her Administrative Division Head, an employee may, in UMC's sole discretion, be granted an education leave of absence without pay for a period not to exceed ninety (90) calendar days without prejudice to his/her status, but no leave credit shall accrue during any such leave period. The education leave of absence may be extended by the Hospital Administrator for a period not to exceed a total of twelve (12) months. However, after the first ninety (90) days, a position vacancy must exist for which the employee is qualified to return to regular active status. Employees shall not be required to use any paid leave prior to being granted education leave. The granting of educational leave shall not be arbitrarily withheld. If two or more employees within the same classification and department request similar time off under this Section, the more senior employee shall be granted the time off. In the event of additional requests for leave from the same department for the same time period, the factors in decisions on granting educational leave of absence shall include the following: the number of times the employee has been granted such a request in the past and the operational needs of the unit.
4. UMC shall maintain an in-service education program which includes assignment-related training. Employees in affected areas will be provided access to training on new equipment and/or services instituted by UMC. In-service training will be held at times which will maximize employee participation. Employees will be paid for time spent in the in-service programs at their regular rate of pay including differentials. UMC will make every reasonable effort to include classes in the in-service education program that will meet CEU requirements needed by employees.
5. UMC shall make every reasonable effort to accommodate employees' scheduling needs (including allotting and/or scheduling time) as they relate to attendance at educational programs or completion of requirements by the communicated deadlines. Time spent in any mandated education or training will be compensated consistent with the provisions of this collective bargaining Agreement.
6. In keeping with its commitment to broadening employees' skills and training, UMC recognizes the benefit of increasing advancement opportunities at UMC. To this end, UMC agrees to the following:

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- a. to allow employees to attend in-service classes which might increase their advancement opportunities when operational requirements permit;
  - b. to allow employees to use unpaid education leave, subject to the conditions set forth in Section 3 of this Article for the purpose of increasing their advancement opportunities; and
  - c. to allow employees to participate in the Tuition Reimbursement Program, subject to the program guidelines and budget restraints for the purpose of increasing their advancement opportunities. Upon request to an employee's Administrative Division Head, an employee may be reimbursed the tuition for any class, if the employee can demonstrate that the class was related to the employee's current classification or a classification that represents a promotional opportunity.
7. If UMC requires an employee to attend an educational program outside of the hospital, the time spent at such meetings shall be considered as work time, and the employee shall be reimbursed for all fees and travel expenses incurred in connection therewith. All hours that an employee is required to attend an in-house training program will be considered time worked.
  8. Upon written application to his/her department manager, and approval of the Administrative Division Head, an employee may, in UMC's sole discretion, be granted paid education leave to attend job-related educational programs outside the hospital.
  9. Per diem employees shall be compensated at the applicable hourly rate for all hours spent in courses required by UMC that are UMC-specific. Time spent in such classes shall be considered as time worked for the purposes of computing overtime.

#### ARTICLE 29 Seniority

1. **Types of Seniority:**
  - a. Classification seniority shall be defined as an employee's total length of part-time or full-time service within a classification.
  - b. Departmental seniority shall be defined as an employee's total length of part-time or full-time within their classification within their current cost center. Any change in status from one classification to another in the bargaining unit will allow bridging when returning to a former classification.
  - c. Hospital wide seniority shall be defined as an employee's total length of service in any part-time or full-time position(s) within the bargaining unit.
  - d. Ties in above seniority will be decided by using the time and date stamp of the submitted application for the classification.

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2. **Use of Seniority:**

- a. Classification seniority shall be utilized in determining the order of layoff and recall.
- b. Departmental seniority shall be utilized in determining:
  - (1) scheduling of days off;
  - (2) scheduling of CAL time when multiple leave requests are submitted at the same time by different staff for the same shifts;
  - (3) shift assignments when there is a vacancy on a particular shift in accordance with section 2 c;
  - (4) scheduling of non-prime holidays.
- c. Seniority shall prevail with respect to the application of the foregoing benefits. However, a less senior employee in a classification may be scheduled for a shift or days off preferred by a senior employee when the special training, ability or experience of the senior employee is needed to ensure that patient safety and the operational needs of the unit are met. For example, a more senior employee may be scheduled or moved to a scheduled weekend night, based on the overall skill mix of the staff scheduled for that day and/or shift. A CAL request, once approved, shall not be reversed solely on the basis of seniority.
- d. Hospital wide seniority and competency will be considered for all job promotions and transfers with hospital wide seniority being a determining factor when two (2) or more employees are considered equally competent. However, the Hospital reserves the right to hire, retain, promote or transfer employees, without regard to seniority, because their special training, ability or experience is needed for the continuing operation of the Hospital.

3. **Creditable Service for Seniority:**

- a. Seniority dates will be based on the effective date on the Personnel Action Request (PAR) into the classification and/or department as applicable. Provisions of this article apply to both part-time and full-time employees. Per diem employees and limited term employees do not earn seniority.
- b. Employees accrue seniority during all paid leave time and for the first thirty (30) days of unpaid leave.
- c. An employee's seniority is frozen when he/she is on an authorized unpaid leave of absence for more than thirty (30) days or when he/she is on layoff status for less than one (1) year.

4. An employee loses seniority under the following conditions:

- a. when he/she terminates voluntarily;
- b. when he/she is discharged for just cause;
- c. when he/she is laid off for more than one (1) year or two (2) as specified in Article 12, Section 2 (1).

5. **Exceptions to Seniority Application**

- a. If UMC closes one or more cost centers or departments, or merges one or more cost centers or departments into another, then employees who are required to move from their department to another shall retain their seniority, including departmental seniority, as if they never left their department.
- b. If UMC moves staff into new classifications with the same and/or similar duties currently being performed by the current classification, staff shall retain their seniority, including departmental seniority, as if they never left their classification.
- c. If UMC requires additional skills (e.g. certification) as a change to a classification to perform the same and/or similar duties currently being performed, staff shall retain their seniority, including department seniority, in the classification.
- d. If UMC creates a new classification in a department, employees in the department who are selected on the first posting of the new classification will have their seniority dates be based on the benefited time spent in the prior classification in that department.

**ARTICLE 30  
Posting of Vacancies**

1. The Union acknowledges that UMC has the exclusive right to fill vacancies and make reassignments in accordance with the UMC Human Resources Policies and Procedures Manual as revised and adopted by the Hospital Board of Trustees.
2. When a new position is created or an existing position becomes vacant in a classification in the bargaining unit, the Chief Human Resources Officer or designee after consulting with the appointing authority, shall determine, in accordance with the UMC Policies and Procedures Manual, how the vacancy is to be filled.
  - a. UMC will use an interest card system for employees to express advanced interest in any position that may become available. If a regular position becomes vacant or is created within a classification represented by the bargaining unit, and there is no current eligibility list, UMC will post a job announcement to accept applications. Internal postings will be for at least

seven (7) calendar days. External postings will be for seven (7) calendar days unless otherwise specified on the job announcement. In each instance the Union Chief Steward over the applicable area will be notified of the need to close the posting earlier and the posting will be closed after a 24-hour notification period. Vacancies may be temporarily filled on an emergency basis. UMC shall undertake every reasonable effort to avoid filling positions on a temporary basis and under no circumstances shall positions be filled on a temporary basis for a period in excess of ninety (90) calendar days. The sole exception shall be in the event that UMC is unable to obtain a qualified candidate for a position that must be filled by an external applicant.

- b. Job announcements shall be posted on-line and in at least two (2) locations readily accessible to employees (outside the cafeteria and in the recruitment office), in the department where the vacancy exists, and off site locations. A list of postings will be sent to the Union office monthly.
  - c. For those positions that it is determined by the Chief Human Resources Officer and the appointing authority to have an open examination, an announcement of the open examination may be posted concurrently with the internal announcement.
3. UMC shall encourage promotion within the competitive service on the basis of ability, experience, and work performance. UMC recognizes the value of affecting internal promotions to both the individual employee and the institution. Accordingly, internal applicants for promotional opportunities will be given every reasonable consideration for promotional opportunities. In furtherance of this objective UMC shall interview all applicants who meet the preferred requirements as specified in the job announcement. An internal applicant who applied for, but was not selected to fill a posted vacancy, may within seven (7) calendar days from the date notified that he/she was not selected, submit a written request to the recruitment division of UMC's Human Resources Department to inquire into the reason(s) why he/she was not selected.
  4. Shift vacancies shall first be posted within the department prior to being posted as a vacant position or being filled from the eligibility list.
  5. The decision to fill regular full-time vacancies on a temporary basis pending the completion of selection procedures will not be grievable. A vacancy filled by a demotion, transfer, or management reassignment, in a position that is equal to or less than the employee's previous position does not require posting.
  6. Posting of vacancies shall state the classification (job title) and describe the duties of the position, minimum qualifications, salary, opening and closing dates for accepting applications and, if applicable, how long the list may be used and the department where the vacancy exists.

#### ARTICLE 31 Call Off Procedure

1. It is understood by the parties that UMC staffing patterns are variable due to fluctuations in census. Such fluctuations may result in employees covered by this Agreement being sent home from work prior to the completion of their shift or the cancellation of a shift that had been scheduled, hereinafter referred to as "Called Off." When UMC makes a determination that a call off is necessary, the call off shall apply to the classifications affected in the following order:
  - a. Solicited Volunteers
  - b. Agency or registry personnel (scheduled on an as-needed basis from an employment agency), including contracted (traveler) registered nurses.
  - c. UMC employees on overtime.
  - d. Temporary employees.
  - e. Per diem employees.
  - f. All other employees in the affected cost center rotated in such a manner that the time lost is equitably distributed within the cost center.
2. If an employee is scheduled to work and no work is available and the employee is called off, the employee may use Voluntary Unpaid Leave or CAL time at the employee's discretion. CAL and EIB will continue to accrue for the number of hours an employee is on Voluntary Unpaid Leave.
3. Should UMC suffer any financial hardship as a result of significant unanticipated changes to contracts affecting those individuals listed in 1(b) above, the parties agree to meet for the purpose of modifying this Article through letter of Agreement until a new Agreement between the parties is reached through collective bargaining.

#### ARTICLE 32 Labor/Management Committee

1. The parties agree to establish a joint committee to meet at a mutually agreed upon time and date for the purposes of:
  - a. discussing the administration of this Agreement;
  - b. exchanging general information of interest to the parties;
  - c. providing the Union representatives the opportunity to share the views and concerns of their members;
  - d. discussing hospital-wide personnel policies and directives;

- e. overseeing the progress of other committees identified in this Agreement;
  - f. any other matters of mutual concern to the parties.
2. Union committee members shall be UMC employees and appointed by the Union; management committee members shall be appointed by UMC. Members of the committee shall serve at the pleasure of the appointing party.
  3. Union committee members shall not lose pay for the time spent in any meetings authorized by the provisions of this Article. Time spent in any meeting authorized by the provisions of this Article shall be counted as time worked for the purpose of computing overtime only if the time spent falls within the employee's regularly scheduled work hours.

**ARTICLE 33  
Health and Safety**

1. UMC will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with all laws and The Joint Commission regulations applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by UMC.
2. The Union shall appoint two (2) members who shall serve on the Hospital Safety Committee without loss of pay or benefits. Union appointed members of the Hospital Safety Committee shall be empowered to place matters for discussion on the Committee's agenda.

Disputes arising under Section 3 of this Article are not subject to resolution under the grievance procedure.

3. The Health and Safety Committee shall meet quarterly or upon request of the Union or UMC to:
  - a. recommend policies and procedures designed to enhance or insure safety within the hospital and grounds;
  - b. review and evaluate monthly analyses on employee, patient and visitor incident reports;
  - c. review, evaluate and recommend to hospital Department Heads in-service programs on safety for employees, both in orientation and as an ongoing program;
  - d. recommend safety surveys to identify conditions which require correction; and
  - e. review hospital products as necessary.

4. If an employee's job-related tasks include exposure or potential exposure to blood, blood products, body fluids, needle sticks, or cut by other sharp instruments, the employer agrees to provide Hepatitis B, Hepatitis C, TB and/or HIV testing to such employees. Such testing shall be provided at the employee's request and free of charge to the employee. In addition, the Hepatitis B vaccine shall be made available at cost at the request of Category II and III employees and free of charge at the request of Category I employees.
5. Any employee who believes a working condition or equipment places them at unnecessary risk for injury or illness shall immediately inform his/her supervisor. Should the employer conclude that the working condition or equipment is safe, and the employee insists to the contrary, the supervisor shall so notify the Safety Office or Administrative Coordinator on duty and the Union representative or one on duty for conclusive action.

During the investigative period, the employee may be reassigned to perform other duties within his/her job classification or a similar job classification of which he/she has the abilities to perform.

6. UMC shall continue to provide and modify a sharps disposal system that, from the point of view of engineering design and system of collection, best minimizes the exposure of employees, patients or visitors to used sharps during the time of initial disposal, collection and transportation of sharps to eventual disposal. UMC will continue to evaluate new and updated sharps disposal systems equipment on the market for purchase consideration. UMC shall maintain sufficient number of staff to ensure sharps disposal units are emptied before becoming full.

**ARTICLE 34  
Patient Care Advisory Committee**

1. An Advisory Committee shall be established consisting of no more than five (5) representatives of UMC and five (5) employees from various classifications within the bargaining unit, appointed by the Union, with the following objectives:
  - a. to work toward the improvement of patient care and to recommend ways and means to improve patient care;
  - b. to review patient care standards related to staffing;
  - c. to develop a method of classifying patients according to acuity of illness;
  - d. to address problems and concerns related to staffing and work loads; and
  - e. to discuss other concerns of mutual interest as they relate to patient care.
2. The committee shall establish by-laws under which it will function. By-laws shall include, but not be limited to:

- a. method of recording, maintaining, distributing and approving minutes;
  - b. distribution method of meeting agenda in advance of the scheduled meeting;
  - c. length, frequency and scheduling of meetings;
  - d. procedure for responding to employee(s) who bring forth issues before the committee;
  - e. identification of positions (chairperson, secretary etc.), method of selecting individuals to fill these positions and the term of assignment;
  - f. how decisions will be made (i.e. majority rule or consensus); and
  - g. method of reporting findings and recommendations to the Labor/ Management Committee, the Union, employees and Administration.
3. The committee shall meet quarterly, unless there is nothing on the Agenda needed for discussion. No employee shall suffer a loss in pay as a result of attending meetings as a committee member. Time spent attending committee meetings shall be considered as time worked for the purposes of computing overtime payments only if the time spent falls within the employee's regularly scheduled work hours.
  4. The committee shall not discuss disciplinary or economic matters or pending grievances.
  5. Provisions of, or disputes arising under, Section 1 of this Article are not subject to the grievance procedure.
  6. The parties recognize that committees on which bargaining unit members serve, and in which patient care issues are discussed have been established in various units and departments within UMC. Such committees shall upon request forward minutes from any meeting held to the established patient care advisory committee referred to herein for review, and if necessary referral to the administrative council as set forth below. Representatives from these committees may be invited to attend patient care committee meetings. In that event, their participation shall not be considered as that of an attendee representing either party for purposes of section 1 hereof.
  7. Any joint recommendations arrived at shall be promptly forwarded to the administrative council which shall review the recommendations and provide the committee with a written response within thirty (30) calendar days outlining UMC's position with regard to each such recommendation.

**ARTICLE 35**  
**Contracting Work and Mutual Obligations**

1. If UMC determines a need for contracting out existing service(s), the Union shall be given at least thirty (30) days notice, in writing, prior to the decision to contract out. In addition, the parties shall meet and confer over the impact of such decision.
2. Except as otherwise prohibited by law, if UMC has employee(s) on layoff status the parties agree that UMC will not contract-out any work specifically performed by the laid off employee(s) at the time of their lay-off so long as the employee(s) remain on the recall list.
3. This Agreement shall be binding upon the Union, upon UMC and upon their respective transferees, successors and assignees (in accordance with NRS Chapter 288). If UMC shall, during the term of this Agreement, sell, assign or transfer its business, UMC shall, upon execution of an Agreement of sale, assignment or transfer, notify the prospective purchaser, assignee or transferee, by certified mail of the existence of this Agreement and shall simultaneously send the Union, by certified mail, a copy of such notice given to the prospective purchaser, assignee or transferee. UMC shall be responsible for making adequate provisions to ensure payment for accrued wages, leave and fringe benefits as of the date of transfer.

**ARTICLE 36**  
**University Medical Center's**  
**Substance Abuse Policy**

**POLICY ON DRUG AND ALCOHOL FREE WORKPLACE**

It is the policy of University Medical Center and the Service Employees International Union to foster and provide a drug and alcohol free workplace for all employees. A drug and alcohol free workplace protects the safety of the public as well as UMC's valuable workforce.

While UMC will be supportive of those who seek help voluntarily, UMC will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

1. **Guiding Principles:**

There are four (4) guiding principles underlying the adoption of this policy. They are:

- a. **Education:** UMC and the Union believe that education and training of all employees in the effects and treatment of substance abuse will contribute to a safer and more efficient workplace for everyone.
- b. **Deterrence:** UMC and the Union are committed to eliminating the effects of substance abuse in the workplace. All employees are prohibited from using,

possessing, buying or selling drugs or alcohol in the workplace, are prohibited from reporting to work or being subject to work (specifically on standby or on break) with prohibited drugs active in their systems or while under the influence of alcohol.

- c. **Enforcement:** The substance abuse policy will be strictly enforced. Violations of the policy or procedures will be cause for discipline up to and including termination of employment.
- d. **Treatment:** UMC and the Union are committed to helping employees with admitted substance abuse problems overcome those problems, and encourage voluntary rehabilitation options.

2. **Policy Purposes:**

The purposes of the substance abuse policy are:

- a. to implement a fair and balanced approach to eliminating substance abuse and its effects on the job;
- b. to protect the public and employees; and
- c. to provide a strong incentive for voluntary rehabilitation and return to work.

3. **Rules:**

UMC and the Union have formulated clear rules and penalties to ensure compliance with the substance abuse policy. The primary rules are:

**Alcohol**

- a. The consumption of an alcoholic beverage by an employee on duty will result in immediate suspension pending termination with no Last Chance Agreement. The possession of an open alcoholic beverage by an employee on duty shall be cause for disciplinary action up to and including suspension pending termination. The only exception to disciplinary action for the possession of an open alcoholic beverage while on duty is when the handling of an open alcoholic beverage is incidental to the employee's assigned duties.
- b. An employee will also be subject to disciplinary action up to and including suspension pending termination and may be placed on a Last Chance Agreement when the consumption of alcoholic beverages is at a time proximate to his or her work time, has an adverse effect on his or her work performance, causes impairment while on duty or on standby, or creates a risk of harm to self, others, UMC, or private property.
- c. If an employee who is required to drive as part of his/her assigned duties has his/her driver's license suspended or revoked temporarily or permanently, due to a substance related offense, the employee must notify his/her supervisor of these circumstances when next reporting to duty. Failure to do

so shall be cause for disciplinary action up to and including suspension pending termination.

- d. The felony conviction of an employee as a result of alcohol while off UMC premises and not on duty shall be cause for disciplinary action up to and including suspension pending termination.

**Drugs**

- a. The unlawful manufacture, distribution, dispensation, possession, or use of an illegal drug or controlled substance by an employee in the work place or during work hours is prohibited. Employees in violation of this policy will be suspended pending termination with no Last Chance Agreement.
- b. The use of any drug which negatively affects performance or the ability of an employee to work in a safe manner may be cause for discipline where the employee knew or should have known that the drug would adversely diminish his/her capabilities to perform the job.
- c. Whenever an employee is taking a drug which may negatively affect his/her performance or ability to perform in a safe manner, the employee shall notify his/her supervisor who shall notify the Employee Health Nurse by providing written notice of the prescribed medication. An employee who fails to notify his/her supervisor may be subject to disciplinary action. Supervisors through consultation with the Employee Health Nurse shall ensure that employees are not placed in capacities that may jeopardize the safety of others. The supervisor and the Employee Health Nurse are required to maintain the confidentiality of the employee's medical information. If the employee changes supervisors (either through transfer, promotion or demotion of the employee) the employee is responsible for notifying his/her new supervisor of any prescription medications the employee is taking. In the event there is a transition period between an outgoing and a new supervisor, the former supervisor shall be responsible for notifying the new supervisor of the employees who are on prescription medication. In the event there is no transition period, the employee shall be responsible for notifying his/her new supervisor. The new supervisor shall be responsible to consult with the Employee Health Nurse to determine if the prescribed medications inhibit the employee's ability to work safely.
- d. The possession or use of illegal drugs while off UMC premises and while not on duty may be cause for discipline up to and including termination, where such conduct can be shown to have a direct and material adverse effect on UMC's interests, including public image.
- e. If an employee who is required to drive as part of his/her assigned duties has his/her driver's license suspended or revoked temporarily or permanently, due to a substance related offense, the employee must notify his/her supervisor of these circumstances when next reporting to duty. Failure to do so shall be cause for disciplinary action up to and including suspension pending termination.

- f. The felony conviction for the possession or being under the influence of illegal drugs while off UMC premises and while not on duty shall be cause for disciplinary action up to and including suspension pending termination.
- g. The conviction of an employee for the sale or possession with intent to sell illegal drugs is cause for immediate suspension pending termination and with no Last Chance Agreement.
- h. Employees must notify their immediate supervisor of any personal criminal drug statute conviction for a violation occurring in the work place no later than seven (7) calendar days after such conviction. Failure to notify the immediate supervisor shall result in disciplinary action.

**Drug and Alcohol Testing**

UMC may require an individual to submit to a drug and alcohol test under the following circumstances.

**1. Pre-Employment:**

UMC Human Resources will identify specific job classifications that require an applicant selected as a new hire to take and pass a drug and alcohol screening. A positive result from the drug and/or alcohol screening may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties and responsibilities. If a legal drug screen is positive, the applicant must provide, within 24 hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen and it must be in the applicant's name. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant will not be hired.

**2. Reasonable Cause:**

An employee will be required to undergo immediate drug and alcohol testing in accordance with the following procedures if there is reasonable cause that the employee is under the influence of a drug and/or alcohol. Reasonable cause that an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts. Examples of circumstances, although not inclusive, which constitute a basis for determining reasonable cause are specified on the "Observation/Incident Report" included as part of this policy.

**3. Post-Accident:**

An employee involved in an accident while on duty may be required to undergo a drug and alcohol test when there is:

- a. property damage that exceeds \$500, and/or
- b. personal injury.

**4. Testing Procedures for Reasonable Cause and Post-Accident:**

- a. Any supervisor evaluating an employee for reasonable cause shall complete the University Medical Center "Observation/Incident Report." The Observation/Incident Report shall/must be sent to the appropriate Department Head and Human Resources. Supervisors and managers shall not be permitted to use this policy as a vehicle to harass employees. Supervisors and managers shall be subject to the disciplinary process up to and including suspension pending termination, if they engage in harassing behavior towards employees.
- b. The suspected employee shall be afforded the right, if he/she so desires, to request that, in addition to the first supervisor, another on-duty supervisor provide a second opinion as to reasonable cause. If another supervisor is not able to report to observe the suspected employee within thirty (30) minutes due (1) to the lack of another available supervisor on shift in the facility and/or (2) to the distance a second supervisor would have to travel to observe the employee, the employee's request for a second opinion will not be granted.
- c. If the employee is an eligible member of a bargaining unit, the first supervisor shall advise him/her of his/her right to have a Union representative prior to testing and allow the same thirty (30) minutes for a Union representative to appear. If mitigating circumstances warrant, such as the unavailability of a Union representative, the supervisor shall wait up to a maximum of one (1) hour for a Union representative.
- d. If it is determined that reasonable cause exists, the employee shall be relieved of duty and the supervisor will, as soon as possible, contact a Union and UMC authorized pathology laboratory to dispatch the mobile phlebotomy department to conduct toxicology collection(s) for a drug and alcohol screening. The supervisor must and the Union may, at the employee's request, remain with the employee at the collection site until the test sample is collected; arrangements will be made to have the employee transported home. The employee shall be instructed by the supervisor, that in the event the sample returns negative, that the employee will be reimbursed for the costs of a taxi-cab from the employee's home back to UMC to retrieve his/her vehicle, provided the employee returns on a day other than the day tested and he/she provides the original taxi-cab receipt to his/her supervisor. The sample will be tested and confirmed and chain of custody maintained by a Substance Abuse Mental Health Services Administration (SAMHSA) certified laboratory facility. A sufficient amount of a sample will be taken so that, at an employee's request and expense, an alternative SAMHSA testing facility may be used to test the same sample; chain of custody will be

maintained between testing facilities. An employee who is incapacitated to the point that he/she cannot provide a sample at the time of the incident shall later provide the necessary authorization for releasing hospital or medical reports that would indicate whether or not the employee was under the influence of a drug and/or alcohol.

- e. The supervisor shall advise the employee that he/she will remain on paid status until the test sample is collected. After the sample is collected, the employee will be placed on leave in the following order as leave benefits are exhausted (CAL, EIB, Leave Without Pay) until UMC receives the test results. If the test is negative, UMC will make the employee whole.
- f. The results will be delivered by mail or carrier to Human Resources. Positive test results will be sent to a medical review officer prior to any further action by UMC. The employee will be notified of the results and a copy will be made available to the employee. The employee's Department Head or designee will be notified whether the test results are positive or negative. A drug test will be considered positive if the confirmation cutoff levels established by the SAMHSA are exceeded. An alcohol test will be considered positive if the blood alcohol content is .08 percent or greater, or the limit specified in NRS 484.0135 or other applicable law if less than .08 percent. However, in the event an employee's blood alcohol level tests less than .08 but greater than or equal to .05, the employee shall not be considered positive, but shall be required to seek assistance through the employee assistance program. Tests resulting in a value of less than .08 but greater than or equal to .05, shall not be subject to discipline or random drug testing.
- g. Refusal to submit to a drug and alcohol test or to provide the necessary authorization for releasing hospital or medical reports that would indicate whether or not the employee was under the influence of a drug and/or alcohol shall be considered a positive test result and the employee shall be placed on a Last Chance Agreement.

#### Disciplinary Procedures for a Positive Drug and/or Alcohol Test:

1. A positive drug and/or alcohol test requested as a result of an accident which causes injury to a person or property damage will be cause for disciplinary action in accordance with Section 3 below.
2. A test resulting in a positive screen for a legal drug will result in the following actions:
  - a. the employee may be disciplined for the performance or behavior that established reasonable cause to test the employee;
  - b. the employee will provide the Medical Review Officer (MRO), within twenty-four (24) hours of request, a bona fide verification of a valid, current prescription for the drug identified. The prescription must be in the employee's name. If the employee does not provide acceptable verification

of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his/her supervisor, the employee will be subject to disciplinary action in accordance with Section 3 below; and

- c. before the employee may return to work, the employee must provide the Department Head with a return-to-duty statement form from the prescribing physician or licensed/certified rehabilitation and treatment program provider. The return-to-duty statement form must be a signed statement indicating whether an employee is able to perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions.
3. A test resulting in a positive screen for an illegal drug or the abuse and/or misuse of a legal drug or controlled substance will result in the following action:
    - a. **First offense:** Unless previously specified as an infraction resulting in immediate suspension pending termination, the employee will receive a suspension for a period of time based on the severity of the infraction and shall be required to sign and successfully complete the conditions of a Last Chance Agreement.
    - b. Before the employee may return to work, the employee must provide the Department Head with a return-to-duty statement form from the prescribing physician or licensed/certified rehabilitation and treatment program provider releasing the employee to return to work. The return-to-duty statement form must be a signed statement indicating whether an employee is able to return to work and perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the return-to-duty statement form must also identify the employee's restrictions. This must occur within sixty (60) calendar days of the drug test date. Failure to provide a return-to-duty statement form with respect to their substance abuse problem within sixty (60) calendar days will result in disciplinary action up to and including suspension pending termination.
    - c. **Second offense:** The employee will be suspended pending termination.
  4. A test resulting in a positive screening for alcohol will result in the following action:
    - a. **First offense:** Unless previously specified as an infraction resulting in immediate suspension pending termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and will be required to seek assistance through the Employee Assistance Program. The employee will be required to provide a return-to-duty statement form the prescribing physician or licensed/certified rehabilitation and treatment program provider releasing the employee to work. The return to duty statement form must be a signed statement indicating whether an employee is able to return to work and perform regularly assigned job duties without restriction or limitation. If the employee is restricted from



performing regularly assigned duties, the certificate must also identify the employee's restrictions. This must occur within sixty (60) calendar days of the drug test date. Failure to provide a return-to-duty statement from with respect to their substance abuse problem within sixty (60) calendar days will result in disciplinary action up to and including suspension pending termination.

- b. **Second offense:** Unless previously specified as an infraction resulting in immediate suspension pending termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and will be required to sign and successfully complete the conditions of a Last Chance Agreement.
- c. **Third offense:** The employee will be suspended pending termination.

#### **Last Chance Agreement:**

Refusal to sign or comply with a Last Chance Agreement shall be considered just cause for termination. The Last Chance Agreement shall be the final step before termination in the disciplinary process. The Last Chance Agreement shall require at least the following:

1. The employee to contact the Employee Assistance Program within seven (7) calendar days of employee notification of a positive drug or alcohol test.
2. The Employee Assistance Program will assess and recommend the appropriate level of treatment and provider options. The program/provider may be selected by the employee, at the employee's option. The employee will be encouraged to seek treatment, but the decision to seek treatment is the responsibility of the employee.
3. Return-to-duty statement form signed by the prescribing physician or state licensed/certified rehabilitation and treatment program provider releasing the employee to return to work. This must occur within sixty (60) calendar days of the drug test date. Failure to provide a return-to-duty statement form with respect to their substance abuse problem within sixty (60) calendar days will result in disciplinary action up to and including suspension pending termination.
4. A minimum of four (4) random tests over a period of one (1) year from the date of returning to duty. An employee's Department Head or immediate supervisor, as approved by the Department Head, may require testing at any time the employee is on duty.

#### **Confidentiality:**

With the exception of the laboratory testing facility, the Director, Human Resources Operations (for labor and workers' compensation incidents), and the tested individual, the medical record shall not be released to anyone without express written authorization of the tested individual unless ordered by means of proper legal procedure and appropriate legal authority, such as, but not limited to court ordered subpoena, or in connection with a disciplinary proceeding.

To ensure the confidentiality of employees' medical records, the laboratory reports, test results, and Observation/Incident Reports shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical record that will be securely kept under the control of UMC Human Resources.

Violation of the confidentiality of an employee shall result in discipline, up to and including suspension pending termination regardless of bargaining unit status. Notification of non-compliance with Last Chance Agreement between any involved parties is not considered a violation of the confidentiality clause.

#### **Training:**

Training is an essential element in assuring the effectiveness of the Drug and Alcohol Free Workplace Program. Supervisors and employees must be kept informed of not only the policy and procedures of this drug and alcohol program but of the programs available to them which promote wellness and safety. Supervisor training will be made available; individual consultation by the Employee Assistance staff will be available upon request.

#### **1. Supervisor Training:**

Topics Include:

- a. Developing working knowledge of drug and alcohol policy and drug testing procedures.
- b. Developing working knowledge of impact of substance abuse in the workplace.
- c. Developing working knowledge on identification of possible impaired employees through symptom recognition and job performance standards.
- d. Developing skill in application of procedures to effectively approach and appropriately handle questionable behavior with employees.
- e. Becoming knowledgeable in available resources and procedures for referral such as the Employee Assistance Program.
- f. Learning effective participation in monitoring a Last Chance Agreement.
- g. Learning the critical issues regarding confidentiality and employee rights.

#### **2. Employee Awareness Training:**

Topics include:

- a. The drug and alcohol policy and drug testing procedures.
- b. Impact of drugs and alcohol in workplace.

- c. Available resources for assistance including the Employee Assistance Program.
- d. Effects, signs and symptoms of alcohol and drugs.
- e. The Last Chance Agreement.
- f. Confidentiality and its application in the drug and alcohol policy.

**Other Laws, Statutes or Regulations:**

University Medical Center is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problem classifies them as disabled under federal and state law.

The provisions of any applicable law, statute, regulation or ordinance (i.e. The Omnibus Transportation and Employee Testing Act of 1991 and the Federal Highway Administration and Department of Transportation rules of February, 1994) and any amendments thereto, shall control in the event of any conflict with the provisions of this policy.

**Qualifications**

Employee Assistance Program (EAP): the program will assess and recommend the appropriate level of treatment and provider options. EAP personnel shall have the required minimum licensing and certification and UMC shall inform the Union of the incumbent's licenses and certifications. UMC shall notify the Union with the identity of the current EAP personnel.

Medical Review Officer (MRO): the MRO must be a physician licensed in the State of Nevada and UMC shall keep the Union notified of the identity of the current MRO.

**ARTICLE 37  
Attendance Policy**

UMC and SEIU, Local 1107 agree that an employee's appropriate use of leave is critical to his/her wellbeing and the efficient operation of UMC. To promote personal accountability, the parties do not condone the misuse of paid leaves.

1. To minimize the interruption to patient care and to effectively staff the hospital, each employee or designee as applicable is responsible for notifying his/her supervisor at least eight (8) hours before the start of the scheduled shift whenever absence from work is necessary. No employee can receive both a tardy and an absence for the same incident.
2. In the case of emergency or sudden illness, an employee will receive pay from the appropriate accrual bank for the time missed.

3. An employee is not required to provide all pertinent information to the supervisor when calling off for any reason, however, he/she is required to provide enough information to allow the supervisor to determine whether the call off is an emergency or a sudden illness, thereby authorizing payment under the applicable collective bargaining provision. The mere statement that the employee has a personal issue does not suffice to ensure payment under the terms of the collective bargaining Agreement.
4. In those situations where an employee informs his/her supervisor while working that he/she must leave the shift early, the employee shall use time from the appropriate accrual bank.
5. The employee must report personally to the supervisor or designated department contact unless absolutely impossible to do so. If unable to report personally, the employee may have a designee who is familiar with the employee's condition and status contact the supervisor or designated contact. The employee acknowledges that he/she will be responsible for any failure on the part of the designee to report to the supervisor or department contact.
6. The employee or designee as applicable must report to the supervisor each day of absence unless the supervisor gives instructions otherwise. In the event the employee has spoken with and provided a physician's note to the supervisor and/or designee, he/she will not be required to report each day for the duration of the period of the note. The employee will be required to contact the supervisor at least once a week during the leave period.
7. An employee absent due to injury/illness for three (3) or more consecutive shifts may be required to submit a physician's verification of illness to his/her supervisor. The physician's statement must be from a treating physician. Such note must indicate the dates of incapacity and whether the employee will be able to perform the duties of his/her position. It must also include verification of hospital admission if the employee was hospitalized for the illness or injury.
8. The supervisor reserves the right to require a physician's verification of illness any time the employee demonstrates abusive or habitual absenteeism.
9. In order to implement this article on a consistent basis, all supervisors, managers, directors, and administrative personnel will be accountable to review and document the attendance records of their employees each pay period. Any corrective counseling and/or notification must be made to the employee within fourteen (14) calendar days of the absence, unless mutually agreed to by the Union and UMC.
10. The parties recognize that the intent of this policy is to assist with staffing and minimize excessive, habitual and abusive use of leave time. Therefore, at the Union's request, the parties will meet and confer in order to address attendance related circumstances that may justify mitigation.

**Section A. Definitions:**

1. An absence is defined as each scheduled shift that an employee fails to report to work as scheduled, reports more than 2 hours after the start of the scheduled shift, or fails to complete scheduled work time unless there is pre-authorization for such absence.

Consecutive absences (to a maximum of three consecutive shifts) will only count as one absence for the purposes of computing excessive absenteeism (Section B) if the employee provides a physician's note from a treating physician. Such note must be provided within seven (7) calendar days from the return to work. The note must include the dates of incapacity consistent with the consecutive call in. Failure to provide such a note by the deadline will result in each shift being considered an absence.

2. Habitual absenteeism may exist when an employee has an identifiable pattern of absences. Examples include, but are not limited to, an employee that is consistently absent the day after payday, after a discipline, before or after scheduled days off, before or after a holiday, or a pattern of absences that avoid counseling or repeat counseling levels under the excessive absenteeism counseling path in Section B below.
3. Abusive absenteeism may exist when the employee or designee as applicable reports absences with a false excuse (i.e. reported sick but took leisure time or worked elsewhere, called off when leave was denied, or fraudulently uses Family Medical Leave.)

**Section B. Disciplinary process:**

1. During any six (6) month period, the following actions will be followed for absences:

Seventh absence	Verbal counseling (non-disciplinary)
Eighth absence	First written warning
Ninth absence	Final written warning
Tenth absence	One day unpaid suspension
Eleventh absence	Suspension pending termination

If an employee is absent more than one consecutive shift and is currently in the disciplinary process, the employee may be disciplined upon return to work for each absence at the appropriate level.

2. Employees with ongoing unacceptable attendance patterns (i.e., received more than one corrective counseling within any six month period) shall be moved forward to the next step of discipline if documented on the prior corrective counseling notice.

3. Habitual or abusive absenteeism is grounds for immediate disciplinary action up to and including suspension pending termination.

**Section C. Unauthorized Absence No Call - No Show:**

1. Failure on the part of the employee to report absences as outlined in the prior sections of this article and within the first two (2) hours of the scheduled shift will constitute a no call - no show. A no call - no show is a serious violation and will result in disciplinary action.

1st no call/no show	Written warning
2nd no call/no show	Twenty-four (24) hours unpaid suspension
3rd no call/no show within 12 months	Suspension pending termination

An employee with more than two (2) consecutive shifts of no call - no show or portions thereof, shall be considered to have abandoned his/her position and may be suspended pending termination.

**Section D. Special Category:**

Types of absences not covered by this policy:

Absences documented under Workers' Compensation.

Absences documented under FMLA.

Approved leaves such as: military leave, jury duty, court duty, Leave Without Pay, family leave, VUL, bereavement and pre-scheduled CAL/EIB.

**Section E. Attendance Benefits:**

University Medical Center is committed to supporting its employees by offering incentives that will help promote a positive organizational culture of commitment, excellence and respect are to be determined by the administration. UMC and SEIU may collaborate on incentive programs via the Labor/Management Meeting.

**ARTICLE 38  
Tardy Policy**

1. A tardy is defined as failure to clock in at a phone/location assigned by the supervisor and ready to perform work at the beginning of a scheduled shift. Employees may clock in up to seven (7) minutes before the start of their shift; however, clocking in after the start of their scheduled shift is considered tardy. Employees who clock in more than seven (7) minutes after the start of their shift shall be required

to use CAL time to be compensated for the time missed. Employees are expected to clock in to the time and attendance system.

2. During a six (6) month period, the following progressive disciplinary action shall occur when an employee fails to clock in as required in Section 1 above or reports to the assigned work station after, but within two (2) hours of the start of the employee's scheduled work shift. No employee can receive both a tardy and an absence for the same incident.

Fourth tardy	Verbal counseling
Fifth tardy	First written warning
Sixth tardy	Second written warning
Seventh tardy	Final written warning
Eighth tardy	One (1) day unpaid suspension
Ninth tardy	Suspended pending termination

3. Employees with ongoing unacceptable tardiness patterns (i.e., received more than one corrective counseling within any six month period) shall be moved forward to the next step of discipline if documented on the prior corrective counseling notice.
4. Supervisor/department managers are responsible for:
  - a. documenting all late arrivals for work. Failure to clock in will not be a tardy if resulting from supervisor's assignments or if supervisor is aware employee was at work station and ready to perform work;
  - b. following the established progressive disciplinary action prescribed above. Any corrective counseling and/or notification to the employee must be made within fourteen (14) calendar days of the tardy unless mutually agreed to by the Union and UMC;
  - c. administering the progressive disciplinary action equitably when late problems occur.
5. Employees are expected to give notice when the employee knows he/she will be tardy.

#### **ARTICLE 39 Floating Policy**

##### **Section 1: Policy**

1. The purpose of this policy is to set forth the manner by which employees may be floated. This policy will provide flexible staffing in areas with common expertise; to provide criterion and a method by which an employee may refuse to float; to ensure efficient skilled staff; to provide quality and safe patient care; to effectively evaluate the job performance of float personnel to maintain quality and safe patient care.

2. In order to balance patient needs with available staff, an employee will "float" and/or be sent home, as determined by the nurse manager/charge nurse or appropriate manager or designee of the section to which he/she is permanently assigned. All staff are expected to report for duty as indicated by their regular schedule and they may be floated or sent home after reporting to their regularly assigned section. In times of very low census hospital-wide, employees may be called off, pursuant to Article 31 of this Agreement, by the nurse manager/charge nurse or appropriate manager prior to the beginning of the shift or after it has been determined that there is not a need for help in the other section groups.
3. An employee who is required to float shall continue to receive any applicable critical care differential and/or shift differential while in the float assignment. An employee will not be floated to more than one section during an assigned shift. An employee shall not be required to float more than once during any shift. A return to the home cost center will not be considered a float.
  - a. The only exception to this rule shall be the Trauma and Emergency Services Division. Should an employee be required to float to the Trauma Unit to assist during an emergency situation, once the emergency situation is resolved, the employee used to cover the emergency will return to his/her own unit. UMC shall establish a position in the Trauma unit and/or Adult ER where employees will be rotated through on a monthly basis in order to obtain training in the trauma unit operations. Employees will rotate through this position based first on volunteers and then based on seniority (employee with least seniority rotating through first). The position shall be filled by employees in the Emergency Services group identified in section 4 below.
4. Employees will be floated within the classification with consideration given to competency and skills set within the classification. Floating for ancillary staff will be by classification. Floating for nursing staff will be completed based on appropriate pods. Parties agreed to meet and confer to update as applicable to include new cost centers into the appropriate pod.
  - a. Critical Care Services; identified as TICU, MICU, NSCU/SICU, CCU/CVCU, BCU - BCU - OP, Chest Pain Center, 3 West, 3 South.
  - b. Medical-Surgical Services; identified as 5 South, 5 North, 4 South, 4 North, 2 West, 2 South, 1300, 1400 (Transplant), and 1500 (Oncology).
  - c. Maternal and Pediatric Services; identified as Perinatal, Pediatrics, Pediatrics ICU, and NICU.
  - d. Surgical Services; identified as Surgery (including Endoscopy), Day Surgery, Anesthesia, Sterile Processing, and PACU.
  - e. Emergency Services; identified as Pediatric's Emergency Room, Adult Emergency Room, and Trauma Resuscitation.

- f. Care Centers (Ambulatory): North: Centennial, Summerlin, Rancho, Enterprise, Wellness Center; South: Peccole, Spring Valley, Nellis, Blue Diamond, Sunset, Southern Highlands.
  - g. The parties agree that should the skill requirements for the like groups identified above change, UMC shall meet and confer with the Union before making necessary adjustments to the group assignment.
5. Employees who are interested in working when they are called off in their own section or working overtime on sections other than in their closed section, should contact the nurse manager/charge nurse or appropriate manager of those sections directly.

**Section 2: Responsibilities of the Nurse Manager or Appropriate Manager:**

- 1. Assignment of the floated employee shall be as closely related to (but not to exceed) the competency and skill level of the employee as possible and within the guidelines established by the Nurse Practice Act or any applicable law or regulation which governs any license or certification of an employee. UMC will make every reasonable effort to ensure that the floated employee receives a reasonable work assignment in the area where he/she is floated and will not receive all of the highest acuity patients.
- 2. Floated employees are held accountable up to their level of expertise and for policies and procedures common to all sections applicable to the employee's classification.
- 3. Each unit shall maintain its own float list, by classification, with its rotation system. The float list will be available for review at the nurse's station.
- 4. Each section will have an orientation of responsibilities prior to working on the floor with patients for each classification of personnel for each shift. Floated employees will be oriented by a regular full or part time employee in the float unit.

**Section 3: Responsibilities of the Floated Employee:**

- 1. It is the responsibility of the floated employee to check with the nurse manager/charge nurse or appropriate manager to clarify his/her duties on the unit/department where the employee floats, to complete the assignment to the best of his/her ability, and to document any concerns to the unit manager.
  - a. Following is the process by which comments and concerns shall be investigated and addressed. The floated employee shall:
    - (1) submitted the concerns to his/her appropriate manager in writing, who shall be responsible for informing the appropriate administrator or designee of the complaint or issues to be evaluated;

- (2) at the employee's option, he/she may provide a copy of his/her concerns to the Union; and
- (3) keep a copy of the complaint for his/her records.

- b. If the floated employee identifies a possible issue with the float process, the manager is responsible for investigating the issue within five (5) working days of receipt of the complaint. The investigation must include a discussion with the floated employee and at the employee's request, his/her Union representative. A written response will be issued within three (3) working days after the meeting with the floated employee. A copy of the response will be provided to the employee, the Union, and the appropriate Director.

- c. If the floated employee believes his/her issue has not been properly addressed, the floated employee or at his/her request the Union on his/her behalf may request in writing, a meeting with the appropriate Director.

- (1) The appropriate Director shall meet with the affected employee and his/her Union representative within five (5) working days of the receipt of the request.

- (2) The appropriate Director shall provide a written response to the floated employee, the Union, and the manager within three (3) working days after the completion of the meeting in which his/her decision shall be outlined.

- d. If the floated employee believes his/her issue has not been properly addressed, the floated employee or at his/her request the Union on his/her behalf may request in writing, a meeting with the appropriate Administrator.

- (1) The appropriate Administrator shall meet with the affected employee and his/her Union representative within five (5) working days of the receipt of the request.

- (2) The appropriate Administrator shall provide a written response to the floated employee, the Union, and the manager within three (3) working days after the completion of the meeting in which his/her decision shall be outlined. The decision of the Administrator is final and binding and not subject to the Grievance and Arbitration and/or Discipline and Discharge Articles (Articles 9 and 10 respectively) of this Agreement.

- e. Issues of discipline will not follow this procedure, but shall be addressed using the Grievance and Arbitration and Discipline and Discharge Articles (Articles 9 and 10 respectively) of this Agreement.

**Section 4: Refusal to Float Policy:**

- 1. Refusal to float, outside the criterion identified in this Article, may result in disciplinary action.

2. After discussion with the unit manager/charge nurse or appropriate manager, if the floated employee questions the assignment he/she may discuss the concern with the on duty Administrative Coordinator or the unit designee at the management level. If a conflict still exists, the floated employee must complete the assignment to the best of his/her ability, unless the concerns fall into one of the criterion for refusal to float.
3. New graduates shall not be floated for a minimum of six (6) months but not to exceed twelve (12) months from the date of hire into UMC as a registered nurse.
4. If an employee refuses to float, he/she must place in writing the reason for the refusal to float and submit the written document to his/her unit manager or unit designee. However, an employee may still be required to float if he/she cannot substantiate the reason for refusing to float.

**Section 5: Floating Sequence:**

Employees will be floated in the following order:

1. volunteers
2. agency or registry personnel, including contracted registered nurses;
3. temporary employees;
4. per diem employees;
5. any employee who is working an additional shift in the following sequence:
  - a. an employee who is working a scheduled shift (which was scheduled prior to the publishing of the schedule) while receiving overtime payment;
  - b. an employee who is working an unscheduled shift (which was not scheduled prior to the publishing of the schedule) may be floated with the Agreement of the employee.

A list of volunteers who are willing to work overtime and float may also be established.

6. All other employees, in the affected cost center/unit, by classification, on a rotational basis in such a manner that the temporary assignment is equitably distributed within the cost center/unit by classification (for example: if a registered nurse is required to float, only a registered nurse can float, a licensed practical nurse or a certified nursing assistant cannot float in place of a registered nurse). The float must be accomplished on a classification for classification basis.

**Section 6: Criterion for Refusal to Float:**

1. An employee may refuse to float without the fear of discipline if:
  - a. he/she has been identified to float to an area outside his/her group (i.e. maternal child, medical-surgical, etc.); or
  - b. the employee can show that accepting the float assignment would violate the Nurse Practice Act or any other applicable law or regulation which governs any license or certification of an employee and place such license/certification at risk; or
  - c. he/she was contacted to work an unscheduled shift (as defined in section 5 b.), if the employee was not informed that he/she may be required to float. It is the intent of this section to notify an employee, who is contacted to work an unscheduled shift or overtime, where he/she will be working; or
  - d. an employee who is on stand-by and receiving stand-by pay, shall not be required to float to another unit during a call back and no other employee of the same classification will be floated as a result of the call-back of the stand-by employee.

**Section 7: Responsibilities of the Charge Nurse or Appropriate Manager or Designee:**

The provisions of this section shall be implemented upon full ratification and approval of this Agreement.

1. When an employee floats to a new section or a section where he/she has not worked in over six (6) months (and at the request of the floated employee), at the beginning of a shift, the off going charge nurse or appropriate manager, will be required to stay over (on overtime, if applicable, for no more than 45 minutes) and orient the employee to the physical location assigned (show the employee his/her assigned rooms, where supplies are located, where the break room is located etc...) and to ensure the floated employee has the required knowledge, skills and abilities needed for the assignment. The charge nurse or appropriate manager or designee shall be authorized overtime (if applicable), not to exceed 45 minutes to accomplish the orientation. This overtime shall not be considered fractional overtime and the charge nurse or designee shall not be subject to discipline.
2. The charge nurse or appropriate manager is responsible for introducing the floated employee to his/her resource person (which shall be of the same or higher classification), who is assigned to perform this function for the floated employee's shift. If the resource person changes during the shift, the charge nurse or the appropriate manager on duty is responsible for identifying his/her replacement to the floated employee.
3. When an employee floats to a new section for the first time or a section where he/she has not worked for a period of six (6) months (and at the request of the floated employee) after the start of his/her shift, it is the responsibility of the receiving

on duty charge nurse or appropriate manager or designee to orient the employee to the physical location assigned (show the employee his/her assigned rooms, where supplies are located, where the break room is located, etc.).

4. During the orientation, the charge nurse or appropriate manager or designee shall also be responsible for identifying any medications and/or equipment which is specific to the unit assigned and orienting the floated employee to the uses of the medications and/or equipment. Additionally, the charge nurse or appropriate manager or designee shall orient the floated employee to any section specific documentation process which may be in place.
5. In every instance the orientation by the charge nurse or appropriate manager or designee, of the unit accepting float personnel, shall include at least the following:
  - a. physical location of rooms, break room, supplies, etc.; and
  - b. introduction to the resource person; and
  - c. introduction to medications, documentation processes, unit specific data entry requirements, and equipment specific to the unit assigned.

**Section 8: Responsibilities of the Float Unit:**

1. UMC will make every reasonable effort to ensure that a floated employee will not receive an assignment that contains all of the highest acuity patients on the floor nor will the floated employee receive an unusually heavy assignment. Assignments will be balanced among the employees working on the unit, based on acuity and following prudent nursing standards.
2. At no time will a floated employee be left without a designated resource person.

**ARTICLE 40  
Access to UMC Services**

1. When UMC determines that there is a need for an employee to complete a mandatory requirement of employment (examples: TB skin test or CPR certification/re-certification) those services shall be made available on all shifts or UMC shall provide the appropriate compensation for attending to the mandatory requirement during non-working hours.
2. With regard to those services affecting all employees (for example, i.e., enrollment for health/life insurance and section 125 plans) that Human Resources is either responsible for or provides coordination of, Human Resources will make access to those services available on all shifts. However, individual employee specific issues will continue to be addressed during the normal business day.

**ARTICLE 41  
General Savings Clause**

1. If any provision of this document or any application of the document to any person or persons covered herein be found contrary to Federal Law or the NRS, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect. If there is any change in Federal Law or the NRS that would invalidate or supplement any provision of this Agreement, excluding changes in NRS Chapter 288, the parties will meet to negotiate any change in the Agreement relative to the affected provisions only.
2. In the event NRS Chapter 288 is amended, UMC and the Union, through a committee of not more than five (5) representatives each, will meet within thirty (30) days of such passage to informally discuss the ramifications, if any, on the current negotiated Agreement.

**ARTICLE 42  
Entire Agreement**

It is intended that this Collective Bargaining Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Agreements between the parties that may have been established prior to the signing of this Agreement will remain in effect unless modified by the terms of this Collective Bargaining Agreement. UMC and the Union may change or modify this Collective Bargaining Agreement during its term only by mutual Agreement.

**ARTICLE 43  
Anti-Strike Clause**

The Union agrees not to strike. In accordance with NRS 288.070 "Strike" is defined as a concerted:

1. Stoppage of work, slowdown or interruption of operations by employees;
2. Absence from work by employees upon pretext or excuse, such as illness, which is found in fact; or
3. Interruption of the operations of UMC by the Union.

**ARTICLE 44  
Interpreter Pay**

1. For purpose of this Article the following definitions shall apply:
  - a. Communication - a dyadic encounter in which information is directly exchanged between a health care provider and a patient who speak a common language.
  - b. Interpretation - a triadic encounter in which a third person is used to make communication possible between the health care provider and a patient who does not speak the same language.

2. An employee will be eligible to receive interpreter pay provided the following conditions are met:
- a. The department director identifies the number of employees approved to seek certification. If the director indicates no employees are needed, employees currently eligible for interpreter pay will no longer be eligible. If more employees than identified express an interest, the employee(s) with the most departmental seniority will be allowed to go through the language assessment and certification process identified in b below. Only the number of employees identified by the director will be eligible.
  - b. Identified employee(s) must successfully pass a language assessment and certification process to ensure they have the skills to communicate in a language identified by UMC as needed for interpretation. The assessment and certification process will be administered by Interpretive Services.
    - (1) Employees are required to maintain current certification.
    - (2) Employees are required to pass annual competency skills testing relating specifically to interpretation skills conducted by Interpretive Services.
  - c. Identified employee(s) with a current certification and competency rating must provide interpretation as defined in Section 1 b above for 15% of budgeted FTE status during the pay period.
3. Interpreter Pay shall be \$75.00 per pay period, in the form of a stipend, for each employee who interprets outside of his/her own classification or Cost Center as identified in paragraph 2 above. The stipend will not be included in the employee's base pay and is not used in the calculation of PERS retirement contributions or longevity.
4. The parties further recognize that eligibility and pay under this Article is not automatic simply because an employee is bilingual and uses bilingual skills in the course of his/her job duties. Except for those classifications where the sole purpose of the classification is to interpret, if UMC adds, as a requirement, interpreting to a job description, the employee will receive interpreter pay provided all the other provisions of this Article are met.

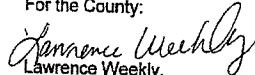
**ARTICLE 45  
Term of Agreement**

This Agreement shall be effective November 3, 2020 and shall remain in effect until the last day of June 30, 2024, and shall continue from year to year thereafter unless UMC and the Union agree to change, amend, modify or terminate this Agreement pursuant to the provisions of NRS Chapter 288.

For the Union:

  
Grace Vergara-Mactal  
Executive Director, SEIU, Local 1107

For the County:

  
Lawrence Weekly,  
Chair, UMC Board of Hospital Trustees



**Appendix A**  
List of Classifications

Subsequent additions and/or deletions to the covered classifications will be available under the UMC intranet (under Human Resources tab) or the UMC internet under Careers to select the job description. The job description will identify the classification's paygrade and union coverage.

Classification	Grade
Accounting Clerk	A13
Accounting Technician	B21
Admit/Discharge Representative	A13
Admit/Discharge Specialist	B22
Advanced Respiratory Care Practitioner	B31
Badging Specialist	B21
Business System Analyst	B32
Cafe Attendant	A12
Cardiac Monitor Technician	A13
Cardiac Sonographer	B24
Cardiovascular Invasive Procedures Technician	B22
Care Mgmt Support Specialist	B22
Certified Nursing Assistant	A13
Charge Nurse	C43
Charge Nurse - Ambulatory	C43
Charge Nurse - Cath Lab	C43
Charge Nurse - Critical Care	C43
Charge Nurse - Emergency Svcs	C43
Charge Nurse - Mat Child Non Crit Care	C43
Charge Nurse - Mat Child Crit Care	C43
Charge Nurse - Med/Surg	C43
Charge Nurse - Surgical Svcs	C43
Charge Nurse-Weekend	C43
Child Life Specialist	C41
Clinical Laboratory Assistant	A12
Clinical Laboratory Technician	B22
Clinical Laboratory Technologist	C42
Clinical Social Worker	C42
Coding Claims Editor	B23
Communications Specialist	B23
Communications Technician	B22
Community Educator	B22
Community Resource Specialist	A13
Computer Technician	B22
Contracts Assistant	B21
Cook	B21
Courier	A11

Classification	Grade
Data Security Analyst	C41
Data Specialist	B23
Data Technician	B21
Database Analyst	C41
Dietitian	C42
Dietitian Technician	B21
EDI Specialist Claims & Remittance	B24
EEG Technician	A12
EHR Trainer	C51
EKG Technician	A12
Eligibility Financial Specialist	B22
Environmental Services Aide	A11
Environmental Services Technician	A12
Epic Analyst - Access & Revenue Cycle	C51
Epic Analyst - Core Clinical	C51
Food Handler	A12
Food Service Worker	A11
Healthcare Operations Specialist	B24
Help Desk Support	B22
HIM Specialist	B23
Histology Technician	B23
Infection Preventionist	C43
Inpatient Coder	B23
Interpreter	B21
Interpreter Specialist	B31
Inventory Control Specialist	B21
LPN II	B23
Mallroom Attendant	A11
Managed Care Representative	B21
Managed Care Specialist	B23
Materials Handler	B21
Medical Forms Design Specialist	B23
Medical Social Worker	C41
Medical Social Worker Specialist	C42
MRI Technologist	B32
Network Engineer	C41
Nuclear Medicine Technologist	B31
Nurse Case Manager	C43
Nutrition Assistant	A12
Office Assistant	A12
Office Specialist	B21
Office Technician	A13
OR Nurse Intern	B23
Orthopedic Specialist	B23

Classification	Grade
Orthopedic Technician	B22
Oscopy Technician	B31
Outpatient Coder	B21
Patient Account Representative	A13
Patient Account Specialist	B22
Patient Attendant	A08
Patient Experience Coordinator	B21
Patient Experience Educator	C41
Patient Placement & Staffing Specialist	B21
Patient Transporter	A11
Performance Improvement Nurse	C43
Pharmacy 340B Specialist	B22
Pharmacy Technician	B21
Physician Referral Specialist	B21
Polysomnographic Technologist	B24
Principal Trainer	C42
Print Shop Assistant	A11
Print Shop Technician	A12
Programmer Analyst	C41
Project Management Specialist	B23
Public Safety Officer	A12
Public Safety Officer (Armed)	B21
Pulmonary Function Technologist	B23
Purchasing Analyst	B22
Radiology Assistant	A11
Receptionist	A11
Registered Nurse Critical Care MERT/Rover	C42
Registered Nurse-Ambulatory	C42
Registered Nurse-Cath Lab	C42
Registered Nurse-Critical Care	C42
Registered Nurse-Emergency Svcs	C42
Registered Nurse-Imaging	C42
Registered Nurse-Mat Child Critical Care	C42
Registered Nurse-Mat Child Non Crit Care	C42
Registered Nurse-Med/Surg	C42
Registered Nurse-Post Transplant/Ilda	C42
Registered Nurse-Surgical Svcs	C42
Registered Radiology Technologist	C42
Rehabilitation Staff Therapist	C42
Rehabilitation Therapy Assistant	B22
Rehabilitation Therapy Technician	A12
Respiratory Care Practitioner	B23
Respiratory Clinical Coordinator	B32
Scheduler	B21

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Classification	Grade
Scheduler Authorization Representative	B21
Secretary	A13
Senior Business Systems Analyst	C41
Senior Cardiac Sonographer	B31
Senior Clinical Laboratory Assistant	A13
Senior Coder	C43
Senior Computer Technician	B23
Senior Cook	B22
Senior Dietitian	C43
Senior EEG Technician	B21
Senior EKG Technician	B21
Senior Environmental Services Aide	A12
Senior Epic Analyst - Access & Revenue Cycle	C52
Senior Epic Analyst - Core Clinical	C52
Senior Food Handler	B21
Senior Food Service Worker	A13
Senior Help Desk Support	B23
Senior MRI Technologist	C41
Senior Network Engineer	C42
Senior Nuclear Medicine Technologist	B32
Senior Pharmacy Technician	B22
Senior Physician Referral Specialist	B22
Senior Programmer Analyst	C42
Senior Purchasing Analyst	C41
Senior Registered Radiology Technologist	B32
Senior Respiratory Therapist	B32
Senior Specialty Imaging Technologist	B32
Senior Sterile Processing Technician	A13
Senior System Administrator	C42
Senior Ultrasound Technologist	B32
Service Response Representative	B21
Shuttle Driver	A12
Specialty Imaging Technologist	B31
Sterile Processing Technician	A11
Surgical First Assistant	C41
Surgical Support Associate	A13
Surgical Technologist	B22
System Administrator	C41
Telecommunications Operator	A11
Trainer	C41
Transplant Financial Specialist	B31
Transplant Services Assistant	A13
Trauma Registry Coordinator RN	C43
Ultrasound Technologist	B31

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<u>Classification</u>	<u>Grade</u>
Unit Clerk	A13
Utilization Review Nurse	C43
Web Developer	C41

Salary ranges per paygrade are accurate as of November 3, 2020. Updated salary ranges for subsequent years of the collective bargaining agreement will be available on the UMC intranet (under Human Resources and then Compensation).

**Appendix B**  
**Salary Ranges**  
As of November 3, 200

<u>Grade</u>	<u>Min</u>	<u>Maximum</u>	<u>Per diem Rate</u>
A08	\$11.72	\$18.17	\$14.18
A09	\$12.47	\$19.33	\$15.07
A10	\$13.25	\$20.54	\$16.04
A11	\$14.10	\$21.85	\$17.07
A12	\$14.95	\$23.17	\$18.07
A13	\$15.85	\$24.57	\$19.18
B21	\$16.80	\$26.03	\$20.31
B22	\$17.82	\$27.62	\$21.51
B23	\$18.85	\$29.22	\$22.84
B24	\$20.01	\$31.01	\$24.18
B31	\$21.20	\$32.86	\$25.65
B32	\$22.46	\$34.82	\$27.19
C41	\$23.81	\$36.91	\$28.81
C42	\$25.25	\$39.13	\$30.53
C43	\$26.77	\$41.49	\$32.38
C51	\$30.55	\$48.87	
C52	\$33.01	\$52.81	

**APPENDIX C  
UMC SUBSTANCE ABUSE PROGRAM**

**OBSERVATION/INCIDENT REPORT**

Reasonable Cause       Post-Accident (check one)

Date of Report \_\_\_\_\_ Time of Day \_\_\_\_\_

Name of Observed Employee \_\_\_\_\_

Location of Observation \_\_\_\_\_

Observer \_\_\_\_\_

Name _____	Signature _____
Position _____	1 <sup>st</sup> 2 <sup>nd</sup> Other (Supervisor) _____

**Reasonable Cause Testing:**

Reasonable cause for testing is a belief that an employee is under the influence of a drug and/or alcohol based on specific facts and/or reasonable inferences derived from those facts. An observing supervisor shall describe and document the following:

Specific observations concerning the appearance, behavior, speech or performance of the employee; and/or

Violation of a safety rule or other unsafe work incident which, after investigation, leads the supervisor(s) to believe that drug and/or alcohol use may be a contributing factor; and/or

Other physical, circumstantial or immediate indicators of drug and/or alcohol use.

**Post-Accident Testing:**

An employee involved in an accident while on duty may be required to undergo a drug and alcohol test when it is determined the employee contributed to the accident or cannot be completely discounted as a contributing factor to the accident. An observing supervisor shall describe and document the following:

Description of accident  
Resulting personal injury; and/or  
Resulting property damage.

**REASONABLE CAUSE INDICATORS OR ACCIDENT SUMMARY:**

(Continue on side 2 and/or attach additional sheets if necessary)

Associated with reasonable cause indicators and/or accidents are a variety of "warning signs" which usually appear on the job. Check the symptom or symptoms you have observed in the employee.

- |  |                          |
|--|--------------------------|
| Drowsiness                                     | Watery, glassy, red eyes |
| Constricted (small pupils)                     | Hallucinations           |
| Euphoria (elevated mood)                       | Relaxed inhibitions      |
| Extreme mood changes                           | Disoriented behavior     |
| Poor time/distance perception                  | Slurred speech           |
| Exaggerated sense of ability                   | Excessively talkative    |
| Poor hand/eye coordination                     | Wanders aimlessly        |
| Excessive irritability                         | Depression               |
| Rapid or slow breathing                        | Rapid speech             |
| Stares off into space                          | Staggering walk          |
| Drunk behavior with or without odor of alcohol | Violent behavior         |
|  | Other _____              |

**ACTIONS TAKEN:**

**COMMENTS BY EMPLOYEE:**

**CONTINUATION FROM FIRST PAGE IF NECESSARY:**

(PLEASE ENSURE CONFIDENTIALITY OF REPORT IN DISTRIBUTION)

**TESTING PROCEDURES CHECKLIST:**

- \_\_\_\_\_ Complete and send Observation/Incident Report [Section 4 (a)]
- \_\_\_\_\_ Advise employee of right to request second supervisor [Section 4 (b)]
- \_\_\_\_\_ Advise employee of right to Union representation [Section 4 (c)]
- \_\_\_\_\_ Advise employee of leave procedures [Section 4 (e)]
- \_\_\_\_\_ Advise employee of refusal to test policy [Section 4 (g)]
- \_\_\_\_\_ Contact QUEST Laboratories to dispatch the mobile phlebotomy department to conduct toxicology collections for a drug and alcohol screening at (702) 733-7866, extension 3446 (voice mail). Leave your name and telephone number so that QUEST may return the call.
- \_\_\_\_\_ Have the employee complete the QUEST collection form, authorizing the collection form, authorizing the collection of the sample
- \_\_\_\_\_ Make arrangements for transporting employee to collection site and home [Section 4 (d)]. DO NOT ALLOW THE EMPLOYEE TO DRIVE HOME.

cc: Department Head  
Employee Relations Division of Human Resources

## APPENDIX D

### Definitions

Unless the context otherwise requires, the words and terms used in this Agreement shall have the meanings ascribed to them below. Any words or terms not ascribed below shall be interpreted in their context as such appears in this Agreement and, if no context is apparent, shall be given their plain and ordinary meaning.

**ADMINISTRATIVE DIVISION HEAD:** the Administrator responsible for providing direction to a series of departments. Normally has an Administrator title.

**ADMINISTRATIVE EMPLOYEE:** means any employee whose primary duties consist of work directly related to management policies, who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the Chief Administrative Officer, his/her deputy and immediate assistants, Department Heads, their deputies and immediate assistants, attorneys, appointed officials and others who are primarily responsible for formulating and administering management policy and programs. (NRS 288.025)

**BASE SALARY:** that rate of pay provided to an employee as compensation reflected in the salary appendix(es) in exchange for services provided exclusive of any cash or non-cash benefits.

**BREAK IN SERVICE:** those periods during which an employee is not in pay status and ineligible to accrue CAL, EIB, longevity, and other benefits unless otherwise delineated in the Agreement.

**CERTIFICATE OF FITNESS:** a signed statement from a state licensed health care provider indicating whether an employee is medically able to perform regularly assigned duties without restriction or limitation.

**CERTIFICATE OF ILLNESS:** a statement signed by a state licensed health care provider describing the type and extent of disability causing absence from job duties. Such statement (if the employee contends that the absence is an FMLA qualifying event) shall contain information establishing the illness as a serious health condition, and thus may qualify for FMLA protection. In all events the certification of illness shall contain the provider's opinion of when the employee will be able to return to assigned job duties.

**CONFIDENTIAL EMPLOYEE:** an employee occupying a position which by the nature of its duties is involved in decisions of management affecting collective bargaining. Confidential employees are not covered by this Agreement. [NRS 288.170 (6)]

**CONTINUOUS SERVICE:** that service commencing with appointment to a permanent budgeted position and continuing until separation from UMC service minus any breaks in service.

**DEMOTION:** the movement of an employee from one classification to another classification with a lower salary range.

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**DEPARTMENT HEAD:** a subordinate to the Administrative Division Head who has administrative and operational responsibility for a work unit (normally an employee with the director or manager or equivalent classification).

**DRUGS:** shall include but not be limited to sedatives (e.g. Valium, downers), stimulants (e.g., speed and uppers), hallucinogens (e.g. LSD), cocaine, crack, cannabinoids (e.g. marijuana, opiates, phencyclidine (PCP) and volatile solvents (inhalants).

**DRUG AND ALCOHOL TEST:** for the purposes of the substance abuse policy, drug and alcohol test means a test for the detection of at least the following: alcohol, amphetamines, barbiturates, cocaine, propoxyphene, benzodiazepines, marijuana, methadone, methaqualone, opiates, and phencyclidine (PCP).

**FIRST SUPERVISOR:** a supervisor from any department, who has been through the supervisor training program specified in Article 36 of this Agreement, who first observes different or abnormal behavior of an employee.

**FTE:** full time equivalent. A full time employee is a 1.0 FTE. A 36 hour employees are a .9 FTE. A 20 hour a week employee is a .5 FTE.

**ILLEGAL DRUGS:** any drug (a) which is not legally obtainable; or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

**LEGAL DRUG:** prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

**MERITORIOUS:** that level of performance which has been established by the Department Head or his/her designee to be worthy of special recognition in the form of a merit increase for eligible employees.

**ON DUTY:** assigned work hours excluding paid and unpaid leaves.

**OVERTIME:** scheduled or unscheduled hours worked in excess of assigned shift (8, 10, or 12) or in excess of forty (40) during the workweek.

**PART TIME EMPLOYEE:** an employee who is hired to fill a part-time position as a .7 FTE (28 hours per week) or less. Benefits are prorated based on the number of hours regularly scheduled to work.

**PROBATIONARY EMPLOYEE:** an employee who is hired to fill a budgeted position, but has not completed the probationary period as defined in this Agreement.

**PROMOTION:** the movement of an employee from one classification to another classification in a higher salary range.

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**QUALIFYING PERIOD:** an initial period served in a position by a regular full or part-time employee as a result of a promotion, voluntary transfer or voluntary demotion.

**REASSIGNMENT:** any non-disciplinary movement of an employee from one position to another position for which he/she qualifies as established in the job description. A reassignment may also take place by the non-disciplinary movement of an employee from one work unit to another in the same classification for the purposes of staffing or operational needs of either work unit.

**RECALL:** the procedure under the provisions of Article 12 of this Agreement for the return of employees who have been laid off.

**REINSTATEMENT:** the restoring of a regular full or part-time employee to his/her previous position under the provisions of the disciplinary process.

**SALARY ADJUSTMENT:** the progression from a lower pay level in a salary range to a higher pay level within the same salary range.

**SAMHSA:** Substance Abuse Mental Health Services Administration.

**SECOND SUPERVISOR:** a supervisor from any department, who has been through the supervisor training program specified in this policy, who is called in to assist in the assessment of the different or abnormal behavior of an employee.

**SERVICE CONNECTED DISABILITY:** physical or mental incapacity resulting from an injury by accident or an occupational disease or injury arising out of and in the course of employment which prevents an employee from engaging in assigned job duties and for which he/she is eligible for workers compensation benefits.

**STRIKE:**

- a. Engaging in any slowdown, interruption of work or operation or concentrated stoppage of work;
- b. absence from work upon any pretext or excuse such as illness, which is not founded in fact, against the UMC; or
- c. any other intentional interruption of the operations of the UMC.

**SUBSTANCE ABUSE:** the misuse or illicit use of alcohol and/or drugs including controlled substances.

**SUPERVISOR:** any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees or responsibility to direct them, to adjust their grievances or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The exercise of such authority shall not be deemed to place the employee in supervisory employee status unless the exercise of such authority occupies a significant portion of the employee's workday. [NRS 288.075 (1)]

**SUSPENSION:** a temporary break in service without pay resulting from a disciplinary action or a pending disciplinary action.

**TEMPORARY EMPLOYEE:** an individual employed in a position established for a specific period of time, or for the duration of a specific project or group of assignments, but not to exceed 119 days worked under any circumstance.

**TRANSFER:** the movement of an employee from a position in one work unit of UMC to another work unit of UMC within the same classification or an equivalent classification.

**VERBAL COUNSELING NOTICE:** documented corrective counseling for the purpose of addressing employment/performance concerns of an employee and is not in any manner to be construed as a form of discipline. As such, a verbal counseling notice shall not be considered admissible as evidence with respect to any disciplinary hearing held pursuant to Article 9, Grievance and Arbitration Procedure, unless and only if the employee, or the Union asserts at the hearing that the employee (grievant) was not counseled prior to the discipline which is the subject of the hearing. In all events, any verbal counseling notice shall be expunged from the employee's personnel file, pursuant to Article 6, Section 5, Employee Rights.

**VOLUNTEER:** a person in a non-budgeted position who performs assigned duties without compensation.

**WORKDAY:** as referred in all articles of this Agreement, the official workday begins at 12:01 a.m. and ends at midnight each day of the week.

**WORK WEEK:** seven (7) consecutive days beginning at 10:47 p.m. Sunday night and continuing to 10:46 p.m. the following Sunday seven (7) days later.



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