

**LABOR-MANAGEMENT
COLLECTIVE BARGAINING AGREEMENT**

Between

**PARKVIEW REGISTERED NURSES ASSOCIATION
UNITED NURSES ASSOCIATIONS OF CALIFORNIA/
UNION OF HEALTH CARE PROFESSIONALS
(UNAC/UHCP)
NUHHCE, AFSCME, AFL-CIO**

And

**PARKVIEW COMMUNITY HOSPITAL MEDICAL
CENTER**

JULY 1, 2011 – APRIL 29, 2014

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AGREEMENT

This Agreement is made and entered into by and between Parkview Community Hospital Medical Center (the “Employer” or “Facility”) and the United Nurses Associations of California/Union of Health Care Professionals, NUHHCE, AFSCME, AFL-CIO on behalf of its affiliate Parkview Registered Nurses Association (the “Union” or “Association”).

ARTICLE 1 – RECOGNITION AND COVERAGE

101 Pursuant to the certification issued by the National Labor Relations Board in Case Number 21-RC-21005, the Facility recognizes the Association as the exclusive collective bargaining representative of the Registered Nurses employed at its facility located at 3865 Jackson Street, Riverside, California 92503, in the following bargaining unit:

Included: All full-time, part-time, and per diem Registered Nurses;

Excluded: All other employees, Registry Registered Nurses, Traveler Registered Nurses, guards and supervisors as defined in the Act.

ARTICLE 2 – UNION MEMBERSHIP

201 Requirements

202 All bargaining unit Registered Nurses who are employed as of the effective date of this Initial Agreement or hired by the Facility within 30 days following the effective date of this Initial Agreement shall not be required to join the Association or have any financial obligation, whether to the Association or any charity, unless the Registered Nurse voluntarily chooses to do so.

203 All bargaining unit Registered Nurses who are hired after the thirtieth (30th) calendar day following the effective date of this Agreement, shall, as a condition of continued employment and within thirty-one (31) calendar days following the beginning of such employment, either become a member in good standing of the Association or satisfy the financial obligations identified in Paragraph 206.

204 All Registered Nurses who are or become members of the Association, or who, in lieu of Association membership, pay service charges to the Association or make contributions to a charity, shall, as a condition of continued employment, either remain a member in good standing of the Association or satisfy the financial obligations identified in Paragraph 206.

- 205 Registered Nurses who are subject to Paragraph 203 or 204 above and who elect not to be a member in good standing of the Association, can satisfy their financial obligations under Paragraphs 203 and 204 above by either: (1) paying service charges to the Association in an amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Association; or, if the Registered Nurse has a religious or conscientious objection to financially assisting a labor organization, (2) contributing through payroll deductions to charitable organizations an amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Association.
- 206 Registered Nurses who fail to comply with the requirements of Sections 203 and 204 above, shall, upon proper and lawful notice of such intended action in writing from the Association to the Registered Nurse and to the Facility, be given thirty-one (31) calendar days notice of termination, or shall be allowed to resign with proper notice.
- 207 On a monthly basis, the Facility will provide the Association with a master list of all Registered Nurses who are subject to the provisions of this Agreement giving names, addresses, job classification titles, Social Security numbers, rates of pay and dates of employment. Thereafter, and during the term of this Agreement, the Facility will forward after each payroll period by electronic mail to the Association President or designee, the names, addresses, classifications, Social Security numbers, and dates of employment of new hires and the names of Registered Nurses who have resigned or who have terminated their employment.
- 208 Payroll Deduction of Association Dues and Service Charges**
- 209 During the term of this Agreement the Facility will honor voluntary, written and unrevoked assignments of wages to the Association for the payment of periodic dues or service charges when such assignments are submitted on the standard form provided by the Association. Dues or charges deducted shall be remitted along with a data listing on a monthly basis to the State Treasurer of the Association.
- 210 The Facility will honor written assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, where such assignments are submitted on a form agreed to by the Facility and the Union, and will remit such contributions and data supporting the amount to the Union.
- 211 The Facility shall, on a bi-weekly basis, mail to the Union newly signed authorization/membership forms.

212 Indemnification

213 The Association shall indemnify the Facility and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of and by reason of any action which may be made by any person or entity by reason of the provisions of this Article or of deduction of Association membership dues or service charges, which includes the cost of defending such claim.

214 No Discrimination

215 There shall be no discrimination by the Facility or by the Association against any employed Registered Nurse or applicant for such employment due to membership or non-membership in the Association, or due to their activities or views in support of or contrary to the Association. Any claimed violations shall be subject exclusively to the National Labor Relations Board.

ARTICLE 3 – UNION REPRESENTATION

301 Association Representatives

302 The Association shall be allowed to have a reasonable number of Association Representatives. The Association shall, in writing, advise the Facility of the names of the Association Representatives. The Association President will serve as the Chief Association Representative.

303 The functions of the Association Representative include, but are not limited to, the authority 1) to settle or assist in settling problems arising in connection with the application or interpretation of the Agreement, 2) to resolve grievances at Step 1 or 2 of the grievance procedure and 3) to serve as an Association Representative for Weingarten meetings.

304 In the extended absence of a regular Association Representative, for any reason, the Association shall have the right to appoint an alternate to serve during the Association Representative's absence, and the Association will so advise the Human Resources Department.

305 Association Representatives and grievant Registered Nurses who attend grievance meetings shall not suffer a loss of wages when they are required to attend such meetings

scheduled on those individuals' shift of work at the Facility's request. Efforts shall be made to schedule grievance meetings on non-work time with a minimum of forty-eight (48) hours notice to the grievant.

- 306 The Facility will provide a Registered Nurse with a minimum of twenty-four (24) hours notice, excluding Saturday, Sunday and holidays, of an investigatory or disciplinary meeting. When giving notice to a Registered Nurse, the Facility will provide the Association Representative list to the affected nurse. The Facility will uphold the Registered Nurse's Weingarten right to union representation.
- 307 Duly authorized Association Representatives already scheduled to work shall be released without loss of pay to attend grievance and/or Weingarten meetings during the workday. Release from work to attend a grievance and/or Weingarten meeting shall relieve the Association Representative of all previously assigned patient care responsibility until such time the Association Representative returns to his/her work unit and reassumes his/her patient assignment.
- 308 Association Officers and Representatives shall conduct their Association activities such as discussions with Registered Nurses, investigating problems, and the posting of material(s), etc. on non-work time. Association Officers and Representatives may confer with a Registered Nurse on non-work time in non-work areas including the cafeteria and lounges.
- 309 Up to four (4) Association Officers shall each be granted up to forty-eight (48) straight time hours per calendar year for the purpose of engaging in Union business, including participation at grievance meetings and any other meetings directly related to the Registered Nurses at the Facility. The hours may be used in various increments ranging from one (1) hour to twelve (12) hours. The hours must be tracked and documented by the individual officer.
- 310 In addition, it is understood that every even numbered year in the month of October the state Association holds a three day convention. The Facility shall not unreasonably deny a representative number of Registered Nurses the ability to attend the UNAC/UHCP convention.
- 311 Meetings of the Association may be held on the Facility's premises with forty-eight (48) hour prior notice to the Facility. Meeting space shall not be unreasonably denied.

312 **State Association Officers and Staff Representatives**

313 State Association Officers and Staff Representatives giving advance notice may visit the Facility for the purpose of meeting with a Registered Nurse to discuss issues pertaining to this Agreement, discussing matters pertaining to this Agreement with management representatives, assisting in the adjustment of grievances, and attending other meetings between the Facility and Association Representatives as described in the Grievance and Arbitration Article. Any meeting with a Registered Nurse shall take place on the individual's non-work time and in a non-work area outside of patient care areas, unless otherwise approved by the Facility. If the purpose is restricted to attendance at a meeting where the Agreement specifies that State Association Officers or Representatives shall be in attendance, then a prior notice shall not be required, but the activities shall be limited to such meeting attendance.

314 **Association Bulletin Board and Posted Materials**

315 The Facility shall provide space in an appropriate location, as mutually agreed, for one (1) glass enclosed and locking bulletin board to be provided by the Association. The Association shall maintain the bulletin board.

316 Space shall also be provided on existing bulletin boards in nurses' lounges, or on unit bulletin boards not exposed to the public where there is no nurses' lounge, and in the staffing office, for the posting of Association material. The Association agrees that material posted shall contain no derogatory or controversial comments regarding the Facility. All material posted by the Association must be designated as Association material.

ARTICLE 4 – NON-DISCRIMINATION

401 The Facility and the Union agree that there shall be no discrimination against any Registered Nurse or applicant because of race, color, religion, national origin, sex, sexual orientation, age, disability, marital status, union status or any other characteristic protected by law.

402 There shall be no discrimination by the Facility or the Union against any Registered Nurse because of membership in or activity on behalf of the Union. Association Representatives shall not be transferred or reassigned to another area of work as a result of Union activities.

ARTICLE 5 – HARASSMENT

- 501 The Facility is committed to providing a work environment free from discrimination and unlawful harassment. The Facility will not tolerate actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation or any other legally protected characteristic. Any employee, supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.
- 502 The Facility will take all reasonable steps to protect an employee who reports harassment from continuing harassment and from retaliation because of having reported the harassment. The Facility will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action will be taken to stop the harassment immediately and to prevent its reoccurrence.

ARTICLE 6 – PATIENT CARE ADVOCACY, SUPERVISION, AND PROFESSIONAL RESPONSIBILITY

601 **Staffing Ratios**

- 602 The facility shall comply with all staffing requirements mandated by federal and state laws and regulations, including Title 22 of the California Administrative Code.
- 603 The Facility will follow California Law with regards to staffing and the prescribed nurse to patient ratios. The charge nurse may or may not be given a patient assignment, depending on the activity and acuity of the unit. Charge nurses shall be included in the calculation of the licensed nurse-to-patient ratio only when those charge nurses are engaged in providing direct patient care. When a charge nurse or other licensed nurse is engaged in activities other than direct patient care, that nurse shall not be included in the ratio.

604 **Patient Needs Staffing System**

- 605 The Facility will have a staffing system based on assessment of patient needs in conformance with the accreditation requirements of the Joint Commission on Accreditation of Hospitals and Title 22 of the California Administrative Code. Concern regarding staffing ratios and acuity shall be discussed by the Registered Nurses Advisory

Committee (RNAC). The Patient Classification System (PCS) will be based on Title 22 requirements for patient classification systems. The DHCS-mandated staffing ratios shall provide minimum nurse staffing levels, with staffing levels at all times consistent with the requirements of Title 22 of the California Administrative Code.

606 The PCS will be applicable to all areas described within Title 22, and for other patient care areas appropriate systems for assessing staffing needs will be maintained. In the event the scheduled staffing is insufficient to meet the specific staffing levels called for by the PCS, the Facility will make every effort to procure additional licensed staff.

607 **Patient Classification System Committee**

608 The Facility shall maintain a Patient Classification System (PCS) Committee as required by Title 22, and will include as members the appropriate number (fifty percent (50%) of the total Committee membership) of Registered Nurses who provide direct patient care. The Association shall have the right to select the bargaining unit Registered Nurses PCS Committee members. The Committee will be responsible for reviewing the reliability and validity of the existing PCS, and for recommending modifications or adjustments to assure accuracy in measuring patient care needs.

609 **Float Assignments**

610 All regular full-time and part-time Registered Nurses shall be assigned to a particular department or unit in a job for which they are qualified and/or certified to work. Whenever the Facility revises individual assignments based on staffing needs, Registered Nurses may be required to float to a different department or unit. The Facility shall be responsible to predetermine the individual Registered Nurse's qualifications or certifications to perform a particular float assignment. Should a Registered Nurse not possess the necessary training or certification for a given nursing assignment, it is the responsibility of the Registered Nurse to inform the appropriate supervisor.

611 Bargaining Unit Registered Nurses with 25 (twenty-five) years or more seniority shall not be required to float.

612 Newly hired graduate Registered Nurses shall not float until the completion of one (1) year in their assigned unit.

613 Floating shall be in the following order:

- 1) Volunteers
- 2) Registry
- 3) Travelers
- 4) Per Diem Registered Nurses on a rotational basis
- 5) Full-time and part-time Registered Nurses on a rotational basis

If a Registered Nurse is requested to work, and accepts the shift, within twelve (12) hours of the shift start time, the Registered Nurse shall not be floated.

- 614 Registered Nurses acting in the capacity of a designated charge nurse shall not be floated, except on a voluntary basis.
- 615 A Registered Nurse acting in the capacity of a preceptor shall not be floated unless no other Registered Nurse has the necessary qualifications and competencies. In the case a preceptor must be floated, the preceptee shall remain on the unit and shall be assigned to another preceptor for that shift only.
- 616 During times of low census, in lieu of being cancelled, the Facility may request a Registered Nurse to be oriented/reoriented to a unit where current competencies are expired or will expire within the next two (2) months, or new competencies are desired. For purposes of competency validation as it relates to floating, "current" is defined as having demonstrated competency in the last 12 months.
- 617 Float assignments for regular full-time and regular part-time Registered Nurses shall be by inverse seniority on an equitable, rotational basis. An official float log shall be maintained by administration to track the appropriate rotation of float assignments. This float log will be made available to staff.
- 618 Float assignments shall be tracked and rotated based on the most recent date floated regardless of the unit to which floated. In the case two (2) Registered Nurses have last floated on the same date, then the determining factor shall be the previous date floated.
- 619 A Registered Nurse shall be floated a maximum of one (1) time per shift unless the Registered Nurse agrees to be floated more. If the Registered Nurse agrees to be floated a second time the RN shall receive a second float credit in the float rotation. In any unit in which there are two (2) charge nurses on duty, one shall be in charge and the other shall be in the float rotation.

- 620 Floating of Registered Nurses shall be in compliance with all federal and state laws and regulations, including Title 22 of the California Administrative Code.
- 621 Registered Nurses who are required to float within the hospital will receive orientation to the newly assigned work unit prior to being placed thereon. Registered Nurses floated to a specialty unit to assist other qualified specialty Registered Nurses will not be expected to perform other than those skills they are qualified to perform.
- 622 **Cancellation of Scheduled Hours (Hospital Convenience Day)**
- 623 On the occasion of low patient census, the Facility may cancel scheduled hours by adhering to the following procedures.
- 624 Cancellation shall be in the following order:
- 1) Registry
 - 2) Travelers, as permitted by traveler contract
 - 3) Registered Nurses on overtime, on a rotational basis
 - 4) Volunteers on a rotational basis
 - 5) Per Diem on a rotational basis
 - 6) Full-time and part-time on a rotational basis
- 625 Cancellations in category 6 (above) shall be done by department, equitable in the aggregate (including Charge Nurses), and consistent with patient care needs.
- 626 The Facility shall provide Registered Nurses at least a minimum of two (2) hours advance notice of cancellation prior to the start of the scheduled work shift. Where the Facility does not make a timely notice of cancellation of scheduled work, the Registered Nurse will be provided with four (4) hours of work upon reporting to the Hospital.
- 627 Registered Nurses who are canceled after the start of a work shift and lose four (4) or more hours of work shall receive credit for a canceled shift for purposes of the equitable, rotating distribution provision and Section 626 (below).
- 628 The Facility pledges to make every effort to cancel a scheduled shift of full-time and part-time Registered Nurses no more than one (1) time per pay period.
- 629 The Facility, when cancelling a Registered Nurse's shift, may request the Registered Nurse to be placed on on-call status. It is the Registered Nurse's choice whether to accept the Facility's request to be placed on on-call status or to elect to be relieved of all duty during the cancelled shift hours. If the Registered Nurse declines the Facility's on-call request,

the Registered Nurse may redeem PTO hours for the cancelled shift. If the Registered Nurse whose shift is cancelled elects to be placed on on-call status, he/she shall be placed on on-call status for the shift, at a pay rate of six dollars (\$6.00) per hour. Registered Nurses who voluntarily elect to be placed on on-call status may redeem PTO hours in order to be made whole for the shift on which they were placed on on-call status. Registered Nurses who agree to be placed on-call and are called in to work shall be paid at a rate one and one-half (1½) times their straight time rate of pay for all hours actually worked when he/she is called in to work.

630 Regular full-time and part-time Registered Nurses who have lost regular work hours due to having been called-off shall be afforded the first opportunity for make-up work during the same pay period by displacing Registry or Per Diem Registered Nurses scheduled for work, provided a desire for extra work is made known to the immediate supervisor by eligible Registered Nurses.

631 **Registered Nurse Advisory Committee (RNAC)**

632 **Purpose**

633 The Association and the Facility seek to improve professional performance and to assure the development and maintenance of the highest levels of patient care.

634 The Registered Nurse Advisory Committee (RNAC) is a representative body comprised of both management and bargaining unit Registered Nurses who recognize the evolving nature of nursing and who are committed to the practice of professional nursing. The RNAC provides a collaborative setting to address issues, resolve problems and create general ideas for change. The RNAC develops and supports programs which enhance harmony and teamwork in a culturally diverse setting. The RNAC encourages professional growth and professionalism in accord with promoting continually improving patient care and a climate conducive to patient satisfaction.

635 The RNAC will develop annual goals and objectives that drive the Committee's work throughout the year. A portion of each meeting agenda should be devoted to collaborating on these goals and objectives and methods of implementation. Goals and objectives are to be determined by consensus and focus on the needs of nursing staff, managers, and patients.

636 A joint chairmanship will provide leadership for each RNAC. The joint chair positions will be held by one (1) member of management and one (1) bargaining unit Registered Nurse.

These leaders will be selected by the members of the RNAC. The joint chairs will be responsible for setting the agenda for each meeting, facilitating meetings, parliamentary duties, assigning responsible parties for follow-up assignments and/or other work supporting the goals of the committee, communicating changes regarding meetings, and ensuring minutes are taken and distributed in a timely manner.

637 The parties will reduce to writing any agreements reached by the Facility and the Association at a RNAC meeting.

638 **Composition**

639 The RNAC shall be composed of six (6) bargaining unit Registered Nurses chosen by the Association and three (3) members of nursing management chosen by management. The Association shall make its selections by democratic procedures chosen and administered by it. In addition, bargaining unit Registered Nurses who are not selected to sit on the RNAC may attend meetings on an ad hoc basis, as needed, to add clarity and insight into issues being addressed. A State Staff Representative may also attend RNAC meetings.

640 **Meetings**

641 The RNAC shall meet monthly. Registered Nurses who are regular RNAC members, and Registered Nurses who attend on an ad hoc basis, shall be paid at their normal straight time rate, excluding all differentials or other premiums, for time spent during the Committee meetings, up to a maximum of four (4) hours per meeting. In the event that the parties agree to meet for longer than four (4) hours or more than once per month, as necessary to cover agenda items, pay shall be provided.

642 A scheduled RNAC meeting shall not be cancelled unless by mutual agreement or due to bona fide extenuating circumstances.

643 **Responsibilities**

644 The RNAC will review, discuss, and resolve professional nursing issues. Topics within the responsibility of the RNAC shall include nursing practice and evaluation, position development, quality of care, safety, staffing, scheduling and workload issues.

645 In considering these issues the Facility shall insure that it is in compliance with the requirements of Title 22. An agenda item which has not been fully discussed may be carried over to the next meeting.

646 **Preceptors**

647 Preceptors shall attend formal preceptor training provided by PCHMC's education department prior to performing in the preceptor role. Acceptance of a preceptor assignment by the bargaining unit Registered Nurse shall be voluntary. Preceptors shall be bargaining unit members with a minimum of two (2) years unit specific experience at PCHMC. Preceptors in each unit shall follow a unit specific preceptor program.

648 **Performance of Supervisory Duties**

649 Bargaining unit Registered Nurses shall not be responsible to regularly perform supervisory functions with respect to other employees, including non-bargaining unit employees. Bargaining unit Registered Nurses shall have no authority to hire, transfer, suspend, lay-off, recall, promote, discharge, reward or discipline other employees, nor shall they have the authority to adjust employee grievances. In accordance with Section 2(11) of the National Labor Relations Act, the routine delegation of clinical tasks, monitoring of the performance of clinical tasks by others, acting as a preceptor, and/or the performance of Charge Nurse responsibilities shall not disqualify the Registered Nurse from being included in the bargaining unit as a non-supervisory employee. However, nothing in this Section shall preclude or restrict the Facility from requiring, or a bargaining unit Registered Nurse from performing, all duties deemed necessary by the Facility to insure delivery of quality patient care.

650 **Performance of Non-Nursing Functions**

651 The Facility shall make reasonable and continuing efforts to minimize the need for Registered Nurses to perform non-nursing functions supportive to nursing care such as housekeeping, dietary, clerical functions or the transport of supplies or stable patients.

652 **Performance of Bargaining Unit Work by Others**

653 The parties agree that non-bargaining unit personnel employed by the Facility, including supervisory personnel, may perform clinical duties also performed by bargaining unit Registered Nurses, provided that the assignment of such work shall not result in the loss of scheduled hours for any bargaining unit Registered Nurse

ARTICLE 7 – GRIEVANCE PROCEDURE

701 **Definition**

702 A grievance is defined as a dispute as to the interpretation, meaning or application of a specific provision of this Agreement.

703 **Procedure**

704 Grievances shall be processed in accordance with the procedure set forth below.

705 **STEP 1**

706 A Registered Nurse should make a reasonable effort to resolve the possible grievance informally in a discussion with her/his immediate supervisor. If a Registered Nurse is unable to resolve the possible grievance, the Association Representative (if requested by the Registered Nurse) and Registered Nurse will have a discussion with the immediate supervisor. This requirement must be satisfied before a written grievance is submitted at Step 2.

707 **STEP 2**

708 If the grievance cannot be resolved informally, it shall be reduced to writing and submitted to the Facility's designated representative within fifteen (15) calendar days after the Registered Nurse had or should have had knowledge of the event which caused the grievance. In any event, irrespective of the Registered Nurse's knowledge, the grievance must be presented in writing to the Facility's designated representative within thirty (30) calendar days after the event on which it is based. The written grievance must (1) allege the violation of a specific provision or provisions of this Agreement, and (2) set forth all factual grounds upon which the allegation is based. Within ten (10) calendar days after receipt of the written grievance, a meeting shall be held with the Facility's designated representative(s) to discuss the grievance. The grievant, the Association Representative and the Staff Representative may be present at the meeting. Within ten (10) calendar days after the meeting, the Facility's designated representative shall respond to the grievance in writing.

709 **STEP 3**

710 If the Facility's response in Step 2 is not satisfactory, the Union may submit the grievance to arbitration by notifying the Facility in writing of its intent to do so. In order to be

timely, the Union's notice must be received by the Facility within fourteen (14) calendar days after the Union's receipt of the Facility's Step 2 response.

711 **Grievance Mediation**

712 If the Union submits the grievance to arbitration under Paragraph 710, either party may request a grievance mediation using the services of the Federal Mediation and Conciliation Service. Notice of intent to mediate the grievance shall be provided to the Facility or the Union within ten (10) calendar days of the Union's notification of its intent to arbitrate the grievance. Grievance mediation is voluntary, and either party may decline. If either party declines to mediate the grievance, or if the mediation fails to satisfactorily resolve the grievance, the grievance shall be arbitrated.

713 **Arbitration**

714 The following procedure shall apply if a grievance is submitted to arbitration.

715 An impartial arbitrator shall be selected by mutual agreement from the following panel of arbitrators through alternate strikes of the panel by the parties: Mei L. Bickner; Bonnie P. Castrey; R. Douglas Collins; Michael R. Rappaport; and Terri A. Tucker.

716 If the parties cannot reach agreement, the parties will select an arbitrator by alternately striking names from the list until one arbitrator remains. The selection of the arbitrator must be completed no later than thirty (30) calendar days from receipt by the Facility of the appeal to arbitration.

717 A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Facility and the Union shall present their respective positions, evidence and arguments. The sole parties to the arbitration proceeding shall be the Facility and the Union. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit Registered Nurses. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.

718 The arbitrator's authority is derived from this Agreement and her/his jurisdiction is limited to the interpretation and application thereof. She/He shall not have authority to (a) amend or modify any provision of this Agreement; or (b) render an award on any grievance arising before the effective date, or after the termination date.

719 The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Facility and the Union.

720 **Time Limits**

721 The time limits and other procedural requirements set forth in this article must be strictly adhered to unless mutually extended by the express agreement of the Union and the Facility. Such agreement need not be in writing. If the Facility fails to respond to a grievance within the time limits set forth in this article, the grievance may be appealed immediately to the next step. In the event of a failure by the grievant or the Union to adhere to any of such requirements, the grievance shall be resolved on the basis of the Facility's last response. In the event of a dispute over whether the grievant or the Union has failed to adhere to any of such requirements, the arbitrator shall make that determination.

ARTICLE 8 – CORRECTIVE ACTION AND DISCIPLINE

801 **Corrective Action Process**

802 **Philosophy**

803 The Corrective Action Process recognizes the value of all Registered Nurses and the significant investment each Registered Nurse represents, and is reflective of our commitment to retain Registered Nurses whenever possible. The focus of this process is to develop a collaborative approach to resolve performance or behavior issues. The Corrective Action Process is intended to be an open process that utilizes a problem solving approach to address issues and explore non-punitive alternatives to correct performance and/or behavioral concerns. It is the intent of the Facility to utilize the progressive process appropriate to the offense and the Registered Nurse's record of service.

804 **Purpose**

805 The Corrective Action Process is intended to explore positive ways to build Registered Nurse commitment, generate self-discipline and ensure individual responsibility and accountability for performance and behavior.

806 **Process**

807 **Level 1 – Oral Reminder**

- 808 This is the first level of the Corrective Action Process. At this level the Manager will meet privately with the Registered Nurse and, if requested by the Registered Nurse, an Association representative, to clarify the performance or behavioral issue. If an Association representative is requested to attend the meeting, a Human Resources representative and/or designee shall also be present at the meeting. The Manager's primary role at this level in the Corrective Action Process is to gain the Registered Nurse's agreement to solve the problem. The focus of this conversation should be to remind the Registered Nurse that he/she has a personal responsibility to meet reasonable standards of performance and behavior. The Manager and Registered Nurse should use this opportunity to collaboratively problem solve the issue(s), clarify expectations and explore and agree on behavioral changes, including measures of achievement and timelines.
- 809 The Manager will prepare a written summary of the meeting to include: date, issue(s) discussed and agreements reached. A copy of the written summary will be given to the Registered Nurse and Association Representative (if any). The documentation is for information purposes only.
- 810 The Manager will meet again with the Registered Nurse and representative from the Association (if requested by the Registered Nurse) for purposes of assessing progress or moving the process forward if satisfactory progress has not been made.
- 811 **Level 2 – Individual Action Plan**
- 812 This is the second level of the Corrective Action Process and should be utilized if the Registered Nurse's performance or behavioral issues continue. The Manager and a Human Resources representative and/or designee will meet privately with the Registered Nurse and, if requested by the Registered Nurse, an Association representative, to revisit the issue and clarify the need for the Registered Nurse to meet reasonable standards of performance and behavior. In addition, the discussion will include: a review of the progress made by the Registered Nurse based on input at Level 1; the joint development of an action plan; and a time frame in which the Registered Nurse is expected to meet performance or behavior standards.
- 813 Together the Manager and the Registered Nurse will develop an action plan that will set forth the specific issues related to performance or behavior, establish expected performance or behavior; verify the Registered Nurse's commitment to the action plan; and establish a time frame for achievement of performance or behavior expectations. Based on agreements reached through consensus, the Manager will prepare a written memorandum, which summarizes the agreed upon Individual Action Plan. The Registered

Nurse will be asked to sign the memorandum as an expression of commitment to the action plan. If the Registered Nurse does not sign the Individual Action Plan, the Registered Nurse will move to Level 3 of the Corrective Action Process. If a representative from the Association is present at the meeting, such representative will be asked to sign the memorandum as having been in attendance at the meeting. The Individual Action Plan cannot be used for purposes of establishing progressive discipline. The Manager will meet again with the Registered Nurse and a representative of the Association (if requested by the Registered Nurse) for purposes of assessing progress or moving the process forward if satisfactory progress has not been made.

814 **Level 3 – Corrective Action Plan**

815 This is the third level of the Corrective Action Process and should be utilized if the Registered Nurse's performances or behavioral issues have continued, or if the Registered Nurse refused to sign the Individual Action Plan. At Level 3, the Department Manager, a Human Resources representative and/or designee, the Registered Nurse and a representative of the Association (if requested by the Registered Nurse) will meet privately to revisit the Individual Action Plan, timelines and progress made under the Individual Action Plan.

816 The preferred outcome of this meeting is that the Department Manager and the Registered Nurse, through a collaborative process, will mutually agree upon a Corrective Action Plan. However, if the Registered Nurse refuses to acknowledge the issue or agreement cannot be reached on a Corrective Action Plan, the Department Manager will prepare the Corrective Action Plan which sets forth the agreements made, or parameters established, for correcting performance or behavioral issues including measures of achievement and reasonable timelines. The Corrective Action Plan will include notification to the Registered Nurse that failure to live up to performance or behavioral expectations will result in further corrective action being taken against the Registered Nurse, which may eventually lead to termination. The Registered Nurse will be asked to sign a Corrective Action Plan as an acknowledgement of his/her agreement to the plan and as an expression of commitment. The Association will be asked to sign the memorandum as having been in attendance at the meeting. The Corrective Action Plan is part of the formal corrective action process and may be used for purposes of establishing progressive discipline.

817 The Department Manager and a Human Resources representative and/or designee will meet with the Registered Nurse and a representative of the Association (if requested by

the Registered Nurse) for purposes of assessing progress or moving the process forward if satisfactory progress has not been made. Actions taken by the Facility at Level 3 are subject to the grievance process.

- 818 The following will be considered in determining whether or not Level 3 should be repeated or the issue should be advanced to Level 4 – Decision Making: severity of the incident; frequency of the incident; date of the incident in comparison to the date of the Corrective Action Plan; previous overall performance; tenure of the Registered Nurse; mitigating circumstances; and commitment of the Registered Nurse to the overall Corrective Action Plan.
- 819 **Level 4 – Decision Making**
- 820 This is the fourth level of the Corrective Action Process, and should be utilized when the Registered Nurse has not complied with the Corrective Action Plan. After having determined that prior actions have failed to produce the desired changes, a meeting will be scheduled with the Chief Nursing Officer and/or designee, the Registered Nurse and, if requested by the Registered Nurse, an Association representative, for purposes of discussion of continued performance or behavioral issues. During this meeting, the Registered Nurse has the opportunity to choose to change his/her performance or behavior and remain with the organization, or voluntarily sever the employment relationship. The Facility will document the meeting in a Memorandum for the Record, which will include the date, location, attendees and summary of discussion.
- 821 If the Registered Nurse’s decision is to change his/her performance or behavior and continue his/her employment, the Facility, Registered Nurse and a representative of the Association (if requested by the Registered Nurse) will meet to develop a Last Chance Agreement. The Last Chance Agreement will include a Corrective Action Plan that is designed to eliminate the gap between actual and desired performance or behavior, and will also include measures of achievement and reasonable timelines. The Registered Nurse will be required to sign the Last Chance Agreement. The Association, if present, will be asked to sign the Last Chance Agreement as having been in attendance at the meeting. The Corrective Action Plan is part of the formal Corrective Action Process, and will be used for purposes of establishing progressive discipline.
- 822 The Chief Nursing Officer and/or designee will meet with the Registered Nurse and a representative of the Association (if requested by the Registered Nurse) for purposes of assessing progress or moving the process forward if satisfactory progress has not been made.

823 If the Registered Nurse does not participate in the development of a Corrective Action Plan which would be incorporated into the Last Chance Agreement, refuses to sign the Last Chance Agreement or does not voluntarily terminate, the Registered Nurse may be terminated.

824 Actions taken by the Facility at Level 4 are subject to the grievance process.

825 **Level 5 – Termination**

826 If the Registered Nurse violates the Last Chance Agreement, the Registered Nurse may be terminated.

827 Actions taken by the Facility at Level 5 are subject to the grievance process.

828 **Utilization of Documentation**

829 No disciplinary document (Level 3 or above) shall be utilized for any personnel decision beyond one (1) year of its issuance, except that the Facility may utilize any such disciplinary document to justify any disciplinary action to a court, administrative agency or arbitrator; however, no disciplinary document may be used in arbitration beyond two (2) years of its issuance.

830 **Investigatory Suspensions**

831 In situations where the Facility determines that removal of a Registered Nurse is warranted due to the nature of a reported incident or allegation, such Registered Nurse will be placed on paid investigatory suspension. When a Registered Nurse is placed on investigatory suspension, the Registered Nurse shall receive in writing the reason for the leave and the anticipated length of the leave – not to exceed three (3) weekdays (Monday through Friday). At the conclusion of the investigatory suspension, and in those instances where the Registered Nurse is not terminated, the Facility will, based on the nature of the incident, determine where to place the Registered Nurse in the Corrective Action Process.

832 **Acts of Gross Misconduct**

833 Acts of gross misconduct and/or gross negligence will subject the Registered Nurse to an accelerated level in the Corrective Action Process (e.g., Last Chance Agreement or Termination). Acts of gross misconduct and/or gross negligence include, but are not limited to: theft, drug diversion, and fighting.

834 **Right to Discipline**

835 Nothing herein shall be deemed to restrict the Facility's right to discipline, suspend or terminate a Registered Nurse for cause.

836 **Disciplinary Notices, Rebuttal & Inspection of Personnel Files**

837 There shall be one official personnel file for all bargaining unit employees and they shall have the right to inspect and read all documents in their file, and to be provided, on request, with copies of any document in their file they have signed.

838 Employees will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.

839 In any case where the Facility and the Union agree to revise personnel record material, the Facility shall, upon request, provide evidence of the revision.

840 The Facility shall expunge a Registered Nurse's official personnel file of all disciplinary notice(s) after five (5) years. The Facility shall, upon request, provide evidence of expunging a Registered Nurse's personnel file.

841 **Additional Representation Rights**

842 The following holding of the U.S. Supreme Court in NLRB v. Weingarten, Inc., shall apply to investigatory interviews conducted by the Facility that a Registered Nurse, upon his/her request, is entitled to have an Association Representative present during an investigatory interview in which the Registered Nurse is required to participate where the Registered Nurse reasonably believes that such investigation will result in disciplinary action. The right to the presence of an Association Representative (Staff Representative or Association Representative) is conditioned upon a requirement that the Association Representative be available for participation in such investigatory interview within twenty-four hours, excluding Saturday, Sunday, and Holidays, of the Registered Nurse's request for his or her presence.

ARTICLE 9 – PROBATION AND EVALUATION

901 **Date of Hire**

902 For the purposes of probationary period and seniority, a Registered Nurse's date of hire shall be the first day the Registered Nurse qualifies for paid Facility time.

903 **Probationary Registered Nurses**

904 Each newly hired Registered Nurse, and those Registered Nurses who are rehired following a break in continuous employment of more than six (6) months, will be on probation for the first ninety (90) calendar days following his/her official date of hire and may be discharged or disciplined in the Facility's discretion without establishing just cause, and such probationary period may be extended for an additional ninety (90) calendar days upon written notice to the Registered Nurse and the Union.

905 Registered Nurses who are rehired following a break in continuous employment of no more than six (6) months are not subject to a probationary period, but may be subject to other conditions of new employment, including but not limited to the waiting period for benefits and the pre-employment physical.

906 During the probationary period, experienced Registered Nurses shall be oriented to their unit and position. New graduate Registered Nurses shall complete a Facility sponsored preceptorship program. The competency of all Registered Nurses responsible for the treatment and care of patients will include verification of competence in the use of basic knowledge of the nursing process. The unit supervisor, with input from the preceptor where applicable, shall evaluate the new Registered Nurse's performance and capabilities to continue in the position.

907 **Evaluations**

908 All Registered Nurses will be reviewed within thirty (30) calendar days of their review date by their Unit Manager or Supervisor. The Registered Nurses will be given the opportunity to read and comment upon formal performance evaluations prior to the placement of such in their personnel files. A copy of such material shall be given to the Registered Nurse at the time such documents are issued. The Registered Nurse may indicate any agreement or disagreement on the evaluation form and attach comments regarding such agreement or disagreement to the evaluation form. Any area indicated as improvement needed in the evaluation form will be re-discussed with the concerned Registered Nurse, at the latest, approximately six (6) months after the issuance of the evaluation. The Registered Nurses shall sign and date such material only as proof of receipt. The evaluation form is to be utilized to document the employee's general level of performance during the evaluation period and to provide notice to the employee of areas in which improvement is indicated. It is not the intent that performance evaluations are to be used for disciplinary purposes.

ARTICLE 10 – SENIORITY

1001 General

- 1002 Seniority for Full Time and Part Time Registered Nurses shall be determined by the Registered Nurse's most recent uninterrupted date of hire by the Facility.
- 1003 Per Diem Registered Nurses do not accrue seniority until they begin or are reinstated into a regular Full Time or Part Time position. In such case, the Per Diem Registered Nurse shall have her/his seniority adjusted by one (1) year for every two (2) years in which she/he worked as a Per Diem Registered Nurse at the Facility. The purpose of this accrued seniority is for use in the job bidding process only.
- 1004 A Full Time or Part Time Registered Nurse who accepts a Per Diem position, shall retain accrued Registered Nurse seniority for all time spent in such position. A Registered Nurse who returns to a Full Time or Part Time bargaining unit position shall have their retained Registered Nurse seniority applied and used in the job bidding process.
- 1005 In the event two (2) or more Registered Nurses have the same effective seniority date, the most senior shall be determined by a lottery process administered jointly by the Facility and the Association.
- 1006 Seniority rights shall not apply to a Registered Nurse until completion of the required probationary period, but a Registered Nurse shall acquire seniority retroactive to their date of hire on completion of his/her probationary period.
- 1007 Seniority shall be used for bidding on posted job openings, promotions, shift assignments, reductions in force, layoff and recall. Specific provisions controlling the use of seniority for these purposes are included elsewhere in this Agreement. Facility seniority, if different than Registered Nurse seniority, shall be used for benefit accrual purposes such as paid time off.

1008 Return to the Bargaining Unit

- 1009 A Registered Nurse who transfers into a position within the Facility not covered by this Agreement shall not earn Registered Nurse seniority during the period the Registered Nurse holds such position. The Registered Nurse shall not forfeit previously earned seniority should the Registered Nurse desire to later return to the bargaining unit to a job classification covered by this Agreement. For purposes of layoff or recall a Registered

Nurse employed outside the bargaining unit may not use accrued Registered Nurse seniority within the bargaining unit.

1010 **Termination of Seniority**

1011 Seniority will be lost if a Registered Nurse is terminated, resigns, retires or fails to return within the terms of an approved leave. Should a Registered Nurse resign, seniority will be reinstated for salary and benefits calculation, excluding the Facility's 401k plan, if the Registered Nurse is rehired within six (6) consecutive months of her/his resignation and the Registered Nurse had at least one (1) year of continuous service prior to resigning. In case of layoff, Registered Nurses who are reinstated within one (1) year will retain their original seniority date as if they had never terminated service. Seniority will terminate if a Registered Nurse is not reinstated from layoff within one (1) year.

1012 **Seniority List**

1013 The Facility shall provide the State Association with an updated seniority list every six (6) months, commencing with the effective date of this Agreement. The updated seniority list shall also be maintained in the nursing office, available for inspection by any bargaining unit Registered Nurse.

1014 **Layoff**

1015 **General**

1016 Layoff is defined as an involuntary change to unpaid status of more than fourteen (14) consecutive work days for Full Time or Part Time I Registered Nurses. Prior to the implementation of a permanent layoff, the Facility will accomplish the following:

- 1) Ask Registered Nurses who want to volunteer for layoffs. Any Registered Nurse who volunteers shall make the request in writing and sign it.
- 2) Solicit any voluntary changes in status, to the extent feasible. Any Registered Nurse who volunteers shall make the request in writing and sign it.
- 3) Discontinue the use of all temporary or registry Registered Nurses or travelers to the extent feasible in the areas affected by the layoff.
- 4) Discontinue the use of Per Diem Registered Nurses to the extent feasible.
- 5) Terminate probationary Registered Nurses.

1017 **Notice**

1018 Registered Nurses who have completed the required probationary period shall receive fourteen (14) calendar days written notice or pay in lieu thereof, pro-rated for Part Time. For mass layoffs, as defined by WARN, the Act's provisions shall apply. The Facility will send notice to the State Association at the same time notice is given to the Registered Nurse. Upon request, the Association and the Facility will meet five (5) calendar days from the notice to review the layoff order and bargain over the effects of the decision to layoff.

1019 Layoffs in connection with a reduction of staff shall be governed by qualifications and competencies. When two or more Registered Nurses are deemed to have similar qualifications and competencies, the Registered Nurses' seniority shall be the determining factor.

1020 **Recall from Layoff**

1021 Recall from layoff shall be in reverse order from layoff; the last Registered Nurse laid off shall be the first recalled provided the Registered Nurse had the required qualifications and competencies.

1022 A Registered Nurse shall be deemed terminated from employment when, after a layoff, such Registered Nurse fails to reply within five (5) calendar days from certified mail delivery of a return-to-work notice or such other date mutually agreed to between the Facility and the Registered Nurse.

1023 Registered Nurses who return to employment as a result of recall from layoff within one (1) year from the date of separation shall be restored to their former status with respect to salary, classification, and all fringe benefits outlined in this Agreement that are in force at the time of return to work. There shall, however, be no accumulation of earnings or benefits during the period of separation.

ARTICLE 11 – JOB POSTING AND FILLING OF VACANCIES

1101 **Job Posting**

1102 Registered Nurse jobs under this Agreement which are permanently vacated and/or newly created will be posted for an initial period of ten (10) calendar days. Interested Registered

Nurses may bid for such jobs within the ten (10) calendar day period by completing a Facility-provided transfer request form.

1103 All job postings shall be placed in a locked glass covered bulletin board to be located across from the cafeteria. Open positions shall be posted on Tuesdays and Fridays. If there are no new open positions, the posting shall state, "No new open positions." Each job posting shall be identified by a separate posting number and date. Specific job requirements where appropriate for a particular job opening will be given on the posted notice. The final date of posting will appear on the posted notice. No Temporary (Traveler/Registry) Registered Nurse shall be hired into a non-posted position.

1104 All qualified Registered Nurses who bid for posted job openings during the ten (10) calendar day posting period shall be given preference for placement over outside applicants. If there are no bids received by the Facility during the posting period by any otherwise qualified Registered Nurses, the Facility may then fill the posted position from any source.

1105 Subject to the provisions of Paragraph 1104, after a job opening has been posted, and there are no qualified bidders within the ten (10) calendar day period, the posting will remain open until the job is either filled or canceled. In this respect, currently employed Registered Nurses will have the knowledge of the Facility's continuing need, either for personal interest or to advise Registered Nurses employed elsewhere.

1106 The above shall not preclude the Facility from filling a permanent vacancy on a temporary basis in order to assure continuity of patient care. Following selection and placement of an individual to fill the permanent vacancy, the temporary status shall be discontinued. This provision shall not have the effect of unduly delaying the job posting/bidding/selection process.

1107 **Notice to the Association**

1108 The Human Resources Department will forward a copy of each new Notice of Job Opening to the Association at the time such new job is posted.

1109 **Selection**

1110 The Facility shall determine the competency, qualifications and abilities of those Registered Nurses who bid for a posted job.

1111 In the event two (2) or more Registered Nurses apply for a position, are substantially equal in the judgment of the Facility, and have the same seniority date, the most senior shall be determined by a lottery process administered jointly by the Facility and the Association.

1112 Registered Nurses shall be eligible to apply for transfer to open posted positions. Preference among those applying for posted positions shall be given in the order listed below. When the competency, qualifications and ability of two (2) or more bidding Registered Nurses are substantially equal in the judgment of the Facility among applicants from the same preference level, seniority as defined in Article 10 shall govern.

Preference Level:

1. Qualified Full Time or Part Time RNs from within the department
2. Qualified Per Diem RNs from within the department
3. Qualified Full Time or Part Time RNs from within the Facility
4. Qualified Per Diem RNs from within the facility
5. Any other applicant

1113 For Per Diem Registered Nurses from the same preference level, seniority as defined in Article 10 shall govern.

1114 **Notification to Bidding Registered Nurses**

1115 When the Facility fills a posted job with a particular Registered Nurse, all other Registered Nurses who bid for the posted job shall be so notified in writing within ten (10) calendar days.

1116 **New Job Trial Period**

1117 Upon being selected for a posted job opening, the Registered Nurse will undergo a new job trial period of forty-five (45) calendar days. If the Facility determines during the forty-five (45) calendar day period that the Registered Nurse is unsuitable for the new job, or the Registered Nurse elects to return to her/his former position within the first 14 calendar days, the Registered Nurse will be returned to his/her former position if available or any other open position for which the Registered Nurse is qualified.

1118 **Intra-Unit Transfers**

1119 When an opening occurs on a specific shift in a department or unit, the position will be posted in the department or unit for a ten (10) calendar day period. The most senior

Registered Nurse employed in the department or unit who meets the requirements and qualifications of the position and who applies for the opening within the ten (10) day posting period shall be selected to fill the vacancy. In the case of openings covered by this Section, the position shall not be open to candidates outside the department or unit unless no qualified Registered Nurse currently employed in the department or unit applies for the position within the ten (10) calendar day intra-department posting period.

1120 Unfilled Positions

1121 If a Registered Nurse position under this Agreement becomes vacant and the Facility intends either to not fill the position or fill it with a non-Registered Nurse employee, the Facility shall notify the Association of such decision within fifteen (15) days of the date the decision is made to allow the position to remain vacant. The Facility shall also notify the Registered Nurse Advisory Committee if a position has been vacant for thirty (30) days without having been posted.

1122 New Positions

1123 At such time as the Facility establishes a new job classification covered by this Agreement, or substantially revises the content of an existing job classification covered by this Agreement, a new job description will be prepared for such new or revised job classification, and a determination will be made by the Facility as to the appropriate wage range for such classification. The new job classification and proposed wage range of the new or substantially revised job classification shall be provided to the Association in writing as soon as possible.

1124 If the Facility deletes a new job classification within six (6) months of establishing it, Registered Nurses who bid into the new job classification shall have the right to return to his/her former position, including same unit and same shift assignment.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

1201 Workday and Workweek

1202 A workday is defined as the consecutive twenty-four (24) hour period beginning at the same time each calendar day that the Registered Nurse is regularly scheduled to work.

1203 A standard workweek is defined as a seven (7) calendar day period starting at 12:01 AM on Sunday and ending at 12:00 AM (midnight) on the following Sunday.

1204 **Payroll Period**

1205 The payroll period shall be two weeks, beginning at 12:01 AM on Sunday morning and ending at 12:00 AM (midnight) on the second following Sunday.

1206 **Overtime Pay**

1207 **Eight (8) Hour Work Schedules**

1208 Registered Nurses who work an eight (8) hour schedule shall receive one and one-half times (1.5x) their regular rate of pay for all consecutive hours worked over eight (8) in one workday, or over forty (40) in one workweek.

1209 Registered Nurses who work an eight (8) hour schedule shall receive two times (2x) their regular rate of pay for all consecutive hours worked in excess of twelve (12) in any one (1) workday.

1210 **Ten (10) Hour Alternative Work Schedules**

1211 Registered Nurses who are regularly assigned to a ten (10) hour work schedule will be paid one and one-half times (1.5x) their regular rate of pay for all consecutive hours worked after the first ten (10) hours of a workday, or over forty (40) in one workweek and will be paid two times (2x) their regular rate of pay for all consecutive hours worked after the first twelve (12) hours of a workday.

1212 **Twelve (12) Hour Alternative Work Schedules**

1213 Registered Nurses who are regularly assigned to a twelve (12) hour work schedule will be paid two times (2x) their regular rate of pay for all consecutive hours worked after the first twelve (12) hours of a workday and one and one half times (1.5x) their regular rate of pay for all consecutive hours worked over thirty-six (36) in one workweek.

1214 **Consecutive Hours**

1215 For the purposes of calculating daily and weekly overtime, all hours worked consecutively shall be credited toward the day, week or pay period during which the Registered Nurse commenced work. Periods of work separated by a break of less than eight (8) hours shall be deemed consecutive.

1216 **Overtime Distribution**

1217 The Facility shall distribute both voluntary and, when necessary, mandatory overtime work, as defined in Paragraph 1226 among bargaining unit Registered Nurses, subject to qualifications, in each unit, on each shift on an equitable basis. The time period used to determine equitable distribution of overtime shall include the current and previous pay periods.

1218 **Education/Training/Committee Time**

1219 Attendance at mandatory programs will be treated as time worked for purposes of compensation. No Registered Nurse shall be required to complete mandatory in-services/programs during a meal period, rest period, or non-compensated time. However, Registered Nurses may be required to complete mandatory education during their shift that is not during a meal period, rest period or other non-compensated time. Nothing herein shall prevent Registered Nurses from voluntarily electing to complete required web-based mandatory education at home in lieu of coming to the Facility. Time spent at home completing web-based offerings is not compensated.

1220 A good faith effort will be made to schedule mandatory in-service/meetings at times reasonably convenient to night shift Registered Nurses. Any Registered Nurse education/training that takes place on a Registered Nurse's day off must be pre-approved in writing by the department manager and scheduled such that the time is paid at his/her regular, straight time wage rate.

1221 **Overtime Authorization**

1222 All overtime work performed by Registered Nurses shall normally be authorized in advance.

1223 **No Pyramiding of Overtime**

1224 Payment of overtime rates shall not be duplicated for the same hours worked. To the extent that hours worked are compensated at overtime rates under one provision of this Article, they shall not be compensated again as overtime under any other provision. Where two (2) or more premium overtime provisions apply, the greater will prevail.

1225 **Mandatory Overtime**

1226 The Facility and the Union recognize that mandatory overtime is not desirable and may represent a burden on the Registered Nurse. Acceptance of overtime and shifts beyond

the Registered Nurse's schedule shall be voluntary, except where patient care would be endangered by an internal or external emergency declared by state, local or federal government or declared by the administrator on duty. An external or internal emergency, for the purposes of this section, is defined as an unexpected situation of sudden occurrence of a serious and urgent nature that demands immediate attention.

1227 Alternative Workweek Schedules

1228 The Facility currently utilizes alternative workweek schedules in particular departments and/or units as allowed by the Industrial Welfare Commission (IWC) Order No. 5-2001. Registered Nurses shall maintain their right under the Wage Order to repeal an alternative workweek schedule using the Wage Order's secret ballot election process. The establishment of new alternative workweek schedules in particular departments and/or units that do not have such schedules shall be governed by the election procedures found in the Wage Order. Should the Facility want to discontinue the use of an existing alternative workweek schedule in a department and/or unit, the Facility shall provide not less than thirty (30) days written notice to the Union and the affected Registered Nurses of the change.

1229 Meal Periods and Rest Periods

1230 The Facility will comply with the Industrial Welfare Commission Wage Order 5-2001 regarding meal periods. Each Registered Nurse shall receive one (1) unpaid meal period of no less than thirty (30) minutes during each shift worked, unless the shift is five (5) hours or less. Each meal period shall normally be provided within five (5) hours of the Registered Nurse's start of work. In situations affecting the delivery of patient care, Registered Nurses may be required to work through their meal periods. In such cases, each Registered Nurse will be given a later meal period, or shall receive the appropriate penalty pay for the missed meal period.

1231 Meal periods shall not be counted as hours worked in calculating overtime to be paid under any provision of this Article. Accordingly, one-half (1/2) of an hour of unpaid time will be added to each shift of work to accommodate the meal period.

1232 The Facility will comply with Industrial Welfare Commission Wage Order 5-2001 regarding rest periods. In the event a Registered Nurse misses a rest period the Registered Nurse shall receive the appropriate penalty pay.

1233 **Schedules and Postings**

- 1234 Each Registered Nurse shall be regularly assigned a single shift of work that shall have a specified starting time. Registered Nurses shall not be regularly assigned to split shifts, except on a voluntary basis.
- 1235 The Facility shall allow the practice of self-scheduling. Nursing units with self scheduling shall submit a balanced schedule. Schedules will follow the agreed upon unit specific matrix.
- 1236 The Facility will designate a 'point person' from within the nursing unit who will act as schedule liaison. The schedule liaison will be responsible for submitting a balanced schedule and act as liaison in communicating with the Department Director regarding the schedule. The Department Director will make approved schedule change requests available to the schedule liaison. The schedule liaison will contact Per Diems for availabilities.
- 1237 If the submitted schedule is not balanced the Department Director will return it to the schedule liaison and ask that the schedule be balanced and resubmitted.
- 1238 Staff will have the opportunity to review the schedule twice before the final schedule is posted. Each Registered Nurse will submit their schedule to the schedule liaison who will then post the draft schedule, giving staff the opportunity to self balance the schedule. The revised schedule will then be posted giving the liaison an additional opportunity to work with staff to balance the schedule and resubmit. If the schedule remains unbalanced, the liaison will then balance the schedule. The final schedule will then be posted after being signed off by the Department Director. After posting the final schedule, any changes in a Registered Nurse's posted schedule and shift assignments shall only be made by mutual agreement between the Unit Director/Manager and the affected Registered Nurse. In the case of emergency conditions the Unit Director/Manager will confer with the Registered Nurse.
- 1239 Registered Nurses shall be placed on the schedule in the following order:

1. Full Time and Part Time
2. Per Diem
3. Travelers

Per Diem RNs shall submit availabilities prior to the posting of the first draft. Per Diem submission of availabilities is not a guarantee of scheduled shifts. When the core staffing

for a particular shift has been met, Per Diem and Traveler RNs may not displace Full Time or Part Time RNs to balance the schedule.

1240 The Facility will have a work schedule of up to six (6) weeks. The final work schedule shall be posted at least two (2) weeks prior to the start of the new schedule.

1241 In establishing a work schedule, the Facility will use bargaining unit Registered Nurses to fill shift vacancies prior to the scheduling and utilization of non-bargaining unit Registered Nurses. In addition, the Facility shall make reasonable efforts to schedule full-time and part-time bargaining unit Registered Nurses on their known preferred workdays and days off prior to the scheduling of bargaining unit Per Diem Registered Nurses and non-bargaining unit Registered Nurses.

1242 Registered Nurses shall normally provide at least three (3) weeks advance notice to their immediate supervisor of their preferred workdays and days off prior to the effective date of the next work schedule. Late changes in request by individual Registered Nurses may be possible with the approval of the supervisor.

1243 A Registered Nurse may voluntarily exchange scheduled days off with another Registered Nurse provided that such exchanges are made in writing, are signed by both Registered Nurses, and prior written approval is given by a supervisor and returned to the Registered Nurses within a reasonable period of time. Voluntary exchanges of scheduled days off between Registered Nurses shall not be unreasonably denied. There shall be no limit to the number of swaps, provided the swaps are equal and create no overtime.

1244 **Scheduled Days-Off**

1245 Registered Nurses shall have two (2) full days off work within a seven (7) calendar day period, or four (4) full days off within a fourteen (14) calendar day period. Registered Nurses shall not be placed in an on-call status, or be called back to work on their days off except in a verifiable emergency, unless the Registered Nurse voluntarily agrees otherwise. For the purposes of this section, an emergency is defined as an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action.

1246 **Weekend Scheduling**

1247 Registered Nurses working in departments with weekend scheduling, will be scheduled with a minimum of every other weekend off, or scheduled to work a maximum of six (6) weekend shifts per six-week cycle.

1248 Nothing herein shall preclude a Registered Nurse from being scheduled voluntarily for additional weekend shifts.

1249 Weekend shall mean any shift worked between 6 PM Friday through 7:30 AM Monday.

1250 Registered Nurses may voluntarily exchange scheduled weekend shifts with another Registered Nurse by completing a written schedule change form and provided the full number of required weekend shifts are worked by each Registered Nurse. Approval shall not be unreasonably denied and shall not incur overtime for the replacement.

1251 **Vacation Scheduling**

1252 Registered Nurses shall make vacation requests in writing at least four (4) weeks prior to the proposed vacation date. Vacations will be scheduled subject to operational needs and, in the event of conflicting requests, shall be granted by job seniority within the department. The Facility shall notify the Registered Nurse of the approval or disapproval of the request within two (2) weeks of submission. Shorter notice shall be acceptable upon mutual agreement between the Facility and Registered Nurse, confirmed in writing by the Facility in advance of the vacation.

1253 Vacation is normally taken in weekly increments and for a three (3) week maximum. Requests for more than three (3) weeks will be considered based on the needs of the unit and other Registered Nurse requests.

1254 The Facility shall not unreasonably deny vacation requests, and will work with unit Registered Nurses to accommodate requests allowing more than one Registered Nurse off during the same period of time. The Parties recognize there are high vacation demand periods throughout the year; however, the Facility shall make a good faith effort to grant vacation time throughout the year with no set blackout dates so long as core staffing requirements are consistently met on an individual unit basis.

1255 Any request for a change in vacation should be submitted at least two (2) weeks prior to the first day of the desired vacation.

ARTICLE 13 – COMPENSATION

1301 **WAGES**

1302 YEAR 1 Effective the first full pay period following bargaining unit ratification of this Agreement, all benefited full time and part time bargaining unit Registered Nurses will receive an across-the-board (ATB) increase of three and one-half (3.5%) percent to his/her current base hourly rate of pay.

In addition to the above across-the-board (ATB), a 'Recovery' across-the-board (ATB) increase of one percent (1%) will be paid to all benefited full time and part time bargaining unit members hired on or before October 1, 2008, effective the first full pay period following bargaining unit ratification, for a total four and one-half percent (4.5%) ATB wage increase.

YEAR 2 Effective July 1, 2012 all full time, part time, per diem, full time non-benefited and weekender bargaining unit Registered Nurses will receive an across-the-board (ATB) increase of three (3%) percent to his/her then current base hourly rate of pay.

In addition to the above across-the-board (ATB), a 'Recovery' across-the-board (ATB) increase of one percent (1%) will be paid to all benefited full time and part time bargaining unit members hired on or before October 1, 2008, effective July 1, 2012 for a total four percent (4%) ATB wage increase.

YEAR 3 Effective July 1, 2013, all full time, part time, per diem, full time non-benefited and weekender bargaining unit Registered Nurses will receive an across-the-board (ATB) increase of three (3%) percent to his/her then current base hourly rate of pay.

In addition to the above across-the-board (ATB), a 'Recovery' across-the-board (ATB) increase of one percent (1%) will be paid to all benefited full time and part time bargaining unit members hired on or before October 1, 2008, effective July 1, 2013, for a total four percent (4%) ATB wage increase.

1303 **Per Diem, Full Time Non-Benefited and Weekender Wage Rates**

1304 The Per Diem, Full Time Non-Benefited Weekender wage rates as stated in Appendix 'A' shall become effective the first full pay period following bargaining unit ratification. The ATB increases per paragraph 1302 shall apply in contract years 2 and 3. Registered Nurses in Per Diem, Full Time Non-Benefited and Weekender status are not eligible for the Recovery ATBs found in paragraph 1302.

1305 **Registered Nurse Status Terms**

1306 **Full-Time Registered Nurse**

1307 A regular full-time Registered Nurse is a Registered Nurse who is not in a temporary status and is regularly scheduled to work forty (40) hours per workweek for eight (8) hour shift Registered Nurses or is regularly scheduled to work thirty-six (36) hours per workweek for twelve (12) hour shift Registered Nurses. Regular full-time Registered Nurses are benefits eligible.

1308 **Part-Time Registered Nurse**

1309 A regular part-time Registered Nurse is a Registered Nurse who is not in a temporary status and is regularly scheduled to work a minimum of forty (40) hours or more in a two week period. Regular part-time Registered Nurses are benefits eligible.

1310 **Full-Time Non-Benefited Registered Nurse**

1311 A full-time non-benefited Registered Nurse is a Registered Nurse who is not in a temporary status, and is regularly scheduled to work forty (40) hours per workweek for eight (8) hour shift Registered Nurses or is regularly scheduled to work thirty-six (36) hours per workweek for twelve (12) hour shift Registered Nurses, and accrue no benefits, including vacation, sick leave or health insurance. The Parties have agreed to a full-time non-benefited Registered Nurse letter of understanding, incorporated herein as Appendix 'A'.

1312 **Per Diem Registered Nurse**

1313 A Per Diem Registered Nurse is a Registered Nurse who has executed the Facility's Per Diem Agreement and who is not a regular full-time, regular part-time, or full-time, non-benefited Registered Nurse. Per Diem Registered Nurses do not receive any insurance, retirement or other fringe benefits under this Agreement. The Parties have agreed to a Per Diem Registered Nurse letter of understanding, incorporated herein as Appendix 'A'.

1314 **Shift Differential**

1315 Registered Nurses whose work shift occurs during any portion of the following time period shall be paid the applicable shift differential for all hours worked during the defined differential time period:

Between 7:00 p.m. and 7:30 a.m. \$4.00 per hour.

1316 **Charge Nurse Differential**

1317 All Registered Nurses who serve as Charge Nurse shall be paid a differential of two dollars and fifty cents (\$2.50) per hour above the Registered Nurses' straight time rate of pay for all hours of work spent in a Charge Nurse capacity.

1318 **Preceptor Differential**

1319 All Registered Nurses who serve as Preceptors as defined in Paragraph 628C/D shall be paid a differential of two dollars (\$2.00) per hour above the Registered Nurses' straight time rate of pay for all hours of work spent in a Preceptor capacity.

1320 **Standby/Call Back Pay**

1321 Unless otherwise provided in this Agreement, all Registered Nurses assigned to and designated to be "on call" shall be paid eight dollars (\$8.00) per hour for each hour spent in an on-call status. No shift differential applies to on-call hours. Actual work time shall begin when the Registered Nurse arrives at any work to which called, and shall end when the Registered Nurse finishes the assigned work, provided however, that the Registered Nurse shall be guaranteed a minimum of two (2) hours of work or pay in lieu for each call-in. All PACU/OR/GI LAB Registered Nurses shall receive one and one-half times (1½) the straight time rate of pay for all hours actually worked or guaranteed during the on-call period. A Registered Nurse shall receive two (2) times the straight time rate of pay for all hours actually worked in excess of twelve (12).

1322 **National Certification Bonus**

1323 A Registered Nurse with two (2) years or more service with PCHMC shall receive a bonus of \$300.00 for achieving a National Certification or renewal during the term of this agreement.

1324 **BSN/MSN Bonus**

1325 Full time and part time Registered Nurses with two (2) years or more service with PCHMC shall receive a one-time bonus of \$500.00 for completing a Bachelor of Science in Nursing degree at an approved, accredited institution of higher learning, achieved during the term of this agreement.

1326 Full time and part time Registered Nurses with two (2) years or more service with PCHMC shall receive a one-time bonus of \$1,000.00 for completing a Master of Science in Nursing degree at an approved, accredited institution of higher learning, achieved during the term of this agreement.

ARTICLE 14 – PAID TIME OFF

1401 **Paid Time Off**

1402 Paid Time Off (PTO) as set forth in this Article, may be utilized for all approved paid absences from work including vacations, holidays and short-term sick leave.

1403 **Eligibility for PTO**

1404 All regular full-time and regular part-time Registered Nurses are entitled to PTO in accordance with the provisions of this Article. Full-time non-benefited and Per Diem Registered Nurses are not eligible for PTO accrual or use.

1405 Eligible Registered Nurses shall accrue PTO hours after ninety (90) days of continuous employment.

1406 **Use of PTO**

1407 Where a Registered Nurse has an accrued but unused balance of PTO, such PTO shall be used if requested for all scheduled time off from regular days of work including, but not limited to, vacations, short-term sick time, holidays, personal business days, all leaves of absence, except as otherwise provided in the Leaves of Absence Article.

1408 PTO shall only be used on otherwise regularly scheduled days of work.

1409 **Hospital Cancellation**

1410 If the Facility cancels the scheduled hours of a Registered Nurse, that Registered Nurse shall be entitled to use accrued PTO benefits for those cancelled hours, irrespective of the number of hours the Registered Nurse works in that pay period. The hours of PTO benefits a Registered Nurse uses to cover the cancelled hours shall count as hours worked for purposes of computing overtime compensation.

1411 **Pre-Approved PTO**

1412 If the Facility has pre-approved a Registered Nurse for paid time off, that Registered Nurse shall be entitled to use accrued PTO benefits for those pre-approved hours, irrespective of the number of hours the Registered Nurse works in that pay period. The hours of PTO benefits a Registered Nurse uses to cover the pre-approved hours shall count as hours worked for purposes of computing overtime compensation.

1413 **Employee Call-Off**

1414 If the Registered Nurse calls off from hours he/she was scheduled to work, that Registered Nurse shall be entitled to use accrued PTO benefits for those hours, irrespective of the number of hours the Registered Nurse works in that pay period. The hours of PTO benefits a Registered Nurse uses to cover the hours from which the Registered Nurse calls off shall not count as hours worked for purposes of computing overtime compensation. During a week in which a Registered Nurse calls off, elects PTO for those called off hours, and works one or more extra shifts, the extra shifts will be paid at regular straight time until the additional hours exceed the number of PTO hours taken and the Registered Nurse otherwise is entitled to overtime based on hours worked. For purposes of this paragraph, the terms "calls off" and "call-off" refer to the act of a Registered Nurse, as opposed to the Facility, cancelling hours for which the Registered Nurse was scheduled to work.

1415 Excessive call-offs are defined as more than eight (8) separate unexcused occurrences in a year.

1416 **Accrual and Payment**

1417 All regular full-time and part-time Registered Nurses who are eligible for PTO will receive accrued PTO credit based on regular hours worked in a pay period as follows:

<u>Years of Service</u>	<u>PTO Accrued per Hour Worked</u>	<u>Annual Accrual for 2,080 hrs Worked</u>
91 days to 5 yrs	0.096125 hours	200 Hours
6 to 10 years	0.115375 hours	240 Hours
11 plus years	0.134625 hours	280 Hours

PTO shall not accrue on non-productive time including vacation days, sick days, education, bereavement or jury duty.

1418 The maximum allowable accrued balance of PTO hours is 320. Once a Registered Nurse reaches the cap, that Registered Nurse will cease to accrue further PTO hours. Requests for time off from those Registered Nurses who have reached the PTO cap will not be unreasonably denied.

1419 PTO shall not be considered as time worked for purposes of additional PTO computation. Any other time not actually worked including paid or unpaid leaves of absence, and on-call time shall not be considered as time worked for purposes of PTO accrual.

1420 PTO shall not be counted as hours worked for purposes of overtime computation, except as otherwise provided in this Article.

1421 PTO shall be paid at the Registered Nurse's straight time hourly rate in effect at the time the PTO is taken, and shall be paid in the regular paycheck for the pay period in which the PTO is used.

1422 Upon severance of employment or in the event of the Registered Nurse's death, the Registered Nurse or the Registered Nurse's beneficiary, as named by the Registered Nurse or determined by state law, shall be paid all accrued PTO at the Registered Nurse's regularly hourly rate.

1423 **PTO and State Disability Insurance or Workers' Compensation**

1424 PTO shall not be used as a substitute for State Disability Insurance or Workers' Compensation benefits to which the Registered Nurse would otherwise be entitled. The Facility will integrate State Disability Insurance and Workers' Compensation with PTO to maximize the effect of the benefits. If the Registered Nurse is eligible for Workers Compensation Insurance payments, he/she may elect not to supplement the temporary disability by utilizing Paid Time Off. If the Registered Nurse elects not to integrate such disability benefit, he/she must inform the Facility in writing within the first (1st) seven (7)

days of the industrial absence. Registered Nurses electing this option will be placed on an unpaid medical leave status commencing with the date of disability.

1425 **'Cash Out' of PTO for Documented Hardship**

1426 The PTO 'Cash Out' provision is available for hardships only. Employees who have documented hardships for the reasons listed below may redeem their PTO account balance.

- 1) Post-secondary tuition for the employee, spouse, registered domestic partner or dependent for current classes
- 2) Pending home purchase (down payment and/or closing costs)
- 3) Prevention of eviction or foreclosure from an employee's primary residence
- 4) Non-reimbursed medical expenses, which exceed forty (40) hours pay.
- 5) Personal loss in the event of disaster, which exceed forty (40) hours pay.
- 6) Unforeseen serious financial hardship, which exceed forty (40) hours pay.

A request to cash out PTO hours for documented hardships does not require supervisory approval. Such requests must be submitted to payroll on a form submitted to Human Resources.

1427 **Major Medical (MM) Account**

1428 Major Medical (MM) hours, as set forth in this Article, shall be utilized for extended periods of illness, hospitalization or job-related injuries.

1429 **Eligibility for MM Hours**

1430 All regular full-time and regular part-time Registered Nurses are entitled to accrue and use MM hours in accordance with the provisions of this Article. Full-time non-benefited and Per Diem Registered Nurses are not eligible for MM accrual or use.

1431 Eligible Registered Nurses shall accrue MM hours after ninety (90) days of continuous employment.

1432 **Use of MM Hours**

1433 MM hours may be used for major illnesses, defined as missing more than three (3) consecutive scheduled work shifts, first day of inpatient hospitalization, or first day of outpatient surgery. For injuries sustained on the job requiring time off, Registered Nurses may use MM hours for the first three (3) days of the injury.

1434 **Accrual and Payment**

1435 All regular full-time and part-time Registered Nurses who are eligible for MM hours will receive accrued MM credit on an hourly basis at the rate of 0.026923 MM hour for each regular hour worked to a maximum accrual of one hundred (100) days or eight hundred (800) MM hours.

1436 MM hours must be integrated with state disability payments.

1437 **Kin Care**

1438 Eligible Registered Nurses, in accordance with California Kin Care law, on an annual basis, are eligible to use the amount of Major Medical hours they would accrue in six months to pay for their absence from work associated with the care of a child, parent, spouse, or domestic partner. The eligible Registered Nurse must have MM hours accumulated in their account and eligibility to use Major Medical under this provision is subject to one week of missed scheduled hours.

1439 **Recognized Holidays**

1440 The following holidays are recognized holidays for the purposes of this Agreement:

New Year's Day	(winter)
Memorial Day	(spring/summer)
Independence Day	(spring/summer)
Labor Day	(spring/summer)
Thanksgiving Day	(winter)
Christmas Day	(winter)

Recognized holidays for night shift for the purposes of this Agreement are the eves of Christmas and New Year's and the night of Memorial Day, Independence Day, Labor Day and Thanksgiving.

1441 **Pay for Holidays Worked**

1442 If a Registered Nurse in any status works a recognized holiday listed in Paragraph 1432, the Registered Nurse shall receive pay at one and one half (1 ½) times the Registered Nurse's straight time rate of pay for all hours worked on such holiday provided the Registered Nurse has worked the scheduled shifts of work immediately before and after

the holiday. Only one (1) shift at such premium rate will be paid for each observed holiday, except that customary overtime provisions may apply to additional shifts of work.

1443 **Holiday Work Commitment**

1444 All Registered Nurses shall be scheduled to work a maximum of two holidays per year, as follows:

Full time – one winter and one spring/summer

Full time non benefited – one winter and one spring/summer

Part time – one winter and one spring/summer

Per Diem – one winter and one spring/summer

ARTICLE 15 – LEAVES OF ABSENCE

1501 **Leaves of Absence**

1502 Full time and part time Registered Nurses who have completed ninety (90) calendar days of employment shall be eligible for unpaid personal, medical, judicial, family leave, and military leaves of absence, and for paid bereavement leaves of absence, as described under the provisions of this Article. Eligibility for unpaid leaves of absence due to jury duty, disability caused by pregnancy or work related illnesses or injuries will begin with the Registered Nurse's date of hire.

1503 All requests for a leave of absence must be initiated through the Department Manager and submitted in writing to the Human Resource Department for approval. Per Diem Registered Nurses are eligible to apply for an unpaid leave of absence. Such unpaid leaves of absences will be granted in accordance with applicable law, and/or on a case by case basis.

1504 A leave of absence may be granted for an initial period of up to thirty (30) days except where a longer period of leave may be required by state or federal law. The leave may be extended beyond thirty (30) days under special circumstances if requested in writing and approved one (1) week in advance of their desired extension. Except where prohibited by law, requests for a leave of absence will be considered on the basis of length of service and the reason for the request.

1505 **Benefits**

1506 Registered Nurses on an unpaid leave of absence shall be eligible to continue to participate in the Facility's insurance and benefits plans in accordance with the terms and conditions of those plans. Should the Registered Nurse desire to continue benefit coverage, she/he shall be responsible for all insurance premiums which must be paid. It is the Registered Nurse's obligation to make arrangements with the Human Resources Department to pay the premiums for continued coverage.

1507 **Return from Leave**

1508 When a Registered Nurse returns to duty in compliance with the authorized leave of absence, he/she shall be reinstated in the same classification, positions, shift, unit and scheduled hours in which such employee was employed before his or her absence. If conditions in the Facility have so changed that it would not be feasible to reinstate him/her in such manner, then the Facility will reinstate the Registered Nurse to as nearly comparable a position and shift as is reasonable under the circumstances.

1509 **Bereavement Leave**

1510 When a death occurs in the immediate family of a benefited full time Registered Nurse, the Registered Nurse shall be entitled to a paid leave of absence for up to thirty-six (36) hours. When a death occurs in the immediate family of a benefited part time Registered Nurse, the Registered Nurse shall be entitled to a paid leave of absence for up to twenty-four (24) hours. The leave pay must be taken within thirty (30) days of the incident unless prior arrangements are made with the Facility. Additional days beyond three (3) days may be used from accrued PTO.

1511 Registered nurses not qualifying for the above may use PTO or unpaid time off, with approval from the Facility, to take time off from work, but are not eligible for bereavement pay.

1512 Immediate family is defined as spouse, registered domestic partner, mother, father, sister, brother, child, grandparents, grandchildren, mother-in-law, father-in-law, brothers/sisters-in-law, step parents, step-brothers, step-sisters, step children, and step grandchildren, children of the Registered Nurse's registered domestic partner, and individuals not legally related to but who reside with the Registered Nurse.

1513 **Jury Duty**

1514 Registered Nurses will be granted a leave of absence as required by law for the purpose of serving on jury duty. Registered Nurses are required to provide reasonable advance notice of any need for such leave and are required to contact their Supervisor and to return to work if requested each day that they are not selected for jury duty.

1515 Upon completion of the required probationary period, full time Registered Nurses shall be paid their regular daily rate for each full working day missed due to jury duty up to a maximum of forty (40) hours per calendar year; part time Registered Nurses shall be paid their regular daily rate for each full working day missed due to jury duty up to a maximum of twenty (20) hours per calendar year. Any additional time served on jury duty is without pay.

1516 If the Registered Nurse works a shift due to department/unit need while on jury duty, such as a 3 PM to 11 pm shift or an 11 PM to 7 AM shift, the Registered Nurse shall be paid for both the jury duty and the shift worked at his/her regular, straight time rate of pay.

1517 Subject to operational needs, the Facility will endeavor to schedule a Registered Nurse off on a weekend (Saturday/Sunday) should jury duty begin on Monday of one week and continue into the following week without a day off.

1518 **Witness Pay**

1519 Registered Nurses who are required by law to appear in court as witnesses may take time off without pay for such purpose provided the Registered Nurse gives the Facility reasonable advance notice. Registered Nurses who appear as witnesses at the request of the Facility will receive their regular rate of pay during such time. In the event the Registered Nurse is placed on-call by the Facility, the Registered Nurse will receive witness on-call pay of fourteen dollars (\$14.00) per hour for time spent on call if otherwise not working.

1520 **Maternity Leave**

1521 The Facility shall comply with the Pregnancy Leave Act, as amended.

1522 **Occupational Injury or Illness Leaves of Absence**

1523 The Facility shall comply with the California Workers' Compensation law.

1524 **Military Leave**

1525 The Facility will comply with the Uniform Services Employment and Reemployment Rights Act, 38 U.S.C. Section 4301 et seq.

1526 Registered nurses called to active duty for a national emergency shall have the following basic rights:

- 1) The Facility shall pay the difference between a Registered Nurse's service pay and their average biweekly salary;
- 2) The Registered Nurse shall continue to accrue benefits based on current employment status for the duration of his/her military leave;
- 3) The Registered Nurse shall be given the option of continuing insurance benefit plans for dependents at the Registered Nurse's expense during the military leave period; and
- 4) Registered Nurses returning shall be entitled to all reinstatement rights, including same position, or comparable with same shift and with any pay increase due him/her during such leave.

1527 **Family Leave**

1528 The Facility will comply with the provisions of the California Family Rights Act, as amended and with the provisions of the Federal Family and Medical Leave Act of 1993, as amended.

1529 **Union Leave**

1530 Registered Nurses who have been in the employ of the Facility for at least one (1) year may request a Union leave of absence (without pay) in writing at least thirty (30) days prior to the leave commencing. Such leave of absence without pay will not exceed twelve (12) months. No more than one Registered Nurse may take such a leave at any one time, however, such leave will not be unreasonably denied. Should the Facility grant such leave, permission shall be in writing setting forth the date of such leave.

1531 Health insurance benefits may be continued under the provision of COBRA.

1532 A Union leave of absence will not affect previously accumulated benefits. However, Registered Nurses taking this type of leave will not accrue benefits while on unpaid leave.

ARTICLE 16 – HEALTH, DENTAL AND INSURANCE BENEFITS

1601 Health Benefits

1602 The Facility shall make available Group Health Insurance Plan coverage for all regular Full-time and regular Part-time Registered Nurses who are regularly scheduled to work twenty (20) hours or more per workweek. A summary description of such plan will be made available by the Facility with a copy given to each Registered Nurse at the time of hire, to include all then current supplements. Later supplements may be obtained by the Registered Nurse from the Human Resources Department.

1603 The employee share-of-cost for the HMO medical insurance premiums for all levels of coverage for benefited full time and part time bargaining unit members shall be twenty-five percent (25%) of the employer premium cost per month, effective January 1, 2012.

1604 All benefited Registered Nurses have at their option the ability to select a PPO or HMO health plan.

1605 Dental Care

1606 The Facility shall make available dental coverage for all regular Full-time and regular Part-time Registered Nurses who are regularly scheduled to work twenty (20) hours or more per workweek. A summary description of such plans will be made available by the Employer with a copy given to each Registered Nurse at the time of employment, to include all then current supplements. Later supplements may be obtained by the Registered Nurse from the Human Resources Department.

1607 All benefited Registered Nurses have at their option the ability to select a PPO or HMO dental plan.

1608 Employer/Employee Cost Sharing of Health and Dental Premiums

1609 The Employer/Employee cost sharing arrangement for health care and dental insurance premiums in effect at date of ratification of this Agreement shall continue through the term of this Agreement.

1610 The Facility shall continue current practice for covered employees and eligible dependents receiving care at Parkview Community Hospital Medical Center.

1611 **Vision Plan**

1612 The Facility will make available a vision care plan as part of the health benefits program. Eligibility shall be the same as for other coverages of the Facility's health insurance program. Eligible Registered Nurses shall pay one hundred percent (100%) of the vision plan costs.

1613 **Group Life Insurance**

1614 The Facility will provide a life insurance coverage plan including Accidental Death and Dismemberment at no cost for all regular full-time and regular part-time Registered Nurses who are regularly scheduled to work twenty (20) hours or more per workweek. A summary description of such plan will be made available by the Employer with a copy given to each Registered Nurse at the time of employment, to include all then current supplements. Later supplements may be obtained by the Registered Nurse from the Human Resources Department.

1615 **Benefits Changes**

1616 Prior to implementing any changes the Facility shall notify the Association of any proposed revisions to coverages, costs to Registered Nurses, or other significant provisions of the plans covered by this Article.

1617 The Facility shall continue to provide the following current core benefit plans during the term of this Agreement: PTO, Major Medical, 401(k), medical plan (choice of HMO plans and PPO options), including a prescription drug plan, dental plan, vision plan, life and accidental death and dismemberment insurance, short and long term disability and long term care insurance.

ARTICLE 17 – RETIREMENT BENEFITS

1701 The Facility 401K pension plan shall be incorporated into this Agreement by this reference.

1702 The Facility shall extend participation in the 401(k) pension plan to all Registered Nurses after ninety (90) days of continuous employment.

1703 Effective January 1, 2012 the Facility shall match eligible regular full time and part time Registered Nurses' contribution to 410k pension plan as follows:

90 days to 5 years	\$.25 per \$1.00 based on 3% of the employee's annual salary
5 years to 10 years	\$.50 per \$1.00 based on 3% of the employee's annual salary
10+ years	\$1.00 per \$1.00 based on 3% of the employee's annual salary

Full-Time Non-Benefited and Per Diem Registered Nurses are not eligible to receive matching contributions from the Facility.

1704 A Registered Nurse vests in the Facility contribution based on continuous years of service with one hundred percent (100%) vesting at three (3) years of service.

1705 All participating Registered Nurses shall be provided annually a copy of the written summary of the pension plan by the Employer and have access to the master plan documents maintained by the Accounting Department.

ARTICLE 18 – EDUCATION BENEFITS

1801 In-Service Education

1802 The Facility may, as it deems necessary or as is otherwise required, establish and maintain in-service educational programs, such as general orientation for newly hired Registered Nurses, job assignment related training, and courses in new concepts, innovations and techniques in providing patient care. The Facility will publish announcements regarding these open programs throughout the Hospital in a timely manner.

1803 Mandatory Education Programs

1804 Mandatory educational programs are those programs or courses that require the attendance of the Registered Nurse at a time and place specified by the Facility as a condition of employment. Such programs may include, but are not limited to, staff meetings, in-service educational programs, special classes and continuing education classes.

1805 Registered Nurses shall be compensated as time worked for all in-service meetings or educational programs designated by the Facility as mandatory.

1806 Registered Nurses shall not be required to complete mandatory learning modules outside of scheduled hours.

1807 Registered Nurses shall be compensated at their base rate of pay or overtime if applicable, for all hours spent attending courses required by the Facility in order to retain their current positions. Unless otherwise stated in this Agreement, such courses do not include courses required for licensure or renewal, or courses mandated by any applicable State agency or regulatory authority. No tuition fee shall be charged for courses taken at PCHMC. If no such course is reasonably available at the Facility, the Registered Nurse may with prior approval attend the course at a nearby facility. Tuition fees shall be eligible for reimbursement with prior written approval.

1808 If a Registered Nurse obtains prior written approval from his/her Director to attend a non-mandatory course, the Registered Nurse shall be compensated at his/her base rate of pay or overtime if applicable.

1809 Travel time to and from such approved courses shall be paid in accordance with the requirements of federal and state wage and hour laws.

1810 The Facility shall continue to offer on a regular basis the following certification programs at no cost to all bargaining unit Registered Nurses, provided the certification is a mandatory certification for job requirement or approved by Unit Director/Manager:

- 1) Basic Life Support (BLS)
- 2) Advanced Cardiac Life Support, provider (ACLS)
- 3) Pediatric Advanced Life Support, provider (PALS)
- 4) Neonatal Resuscitation Program (NRP)

1811 **Voluntary Attendance at Education Programs or Courses**

1812 Registered Nurses who, at their option, voluntarily attend educational programs or courses not required by the Facility shall not be paid for attendance at such programs or courses, even if such programs are offered at the Facility.

1813 **Reimbursement for Educational Programs or Courses**

1814 At the discretion of the Facility, reimbursement for the cost of educational programs or courses attended by regular full-time and part-time Registered Nurses may be provided as long as the program(s) or course(s) meet one or more of the following criteria:

- 1) The educational program or course must be offered by an accredited educational institution, professional association and/or other reputable agency; and/or

- 2) The educational program or course is directly related to nursing, or has the objective of increasing or enhancing the Registered Nurse's nursing knowledge, skills or abilities as may be applied at the hospital; and/or
- 3) The class(es) satisfies the requirements for mandatory recertification or national certification in a specialty area.

1815 At the discretion of the Facility, the Facility may pay Registered Nurses' tuition costs, registration fees and book costs subject to a maximum of twelve hundred dollars (\$1,200.00) per Registered Nurse per calendar year. No reimbursement is allowed for such items as lodging, supplies, transportation, parking or meals.

1816 Reimbursement will be made upon evidence of satisfactory completion of the educational program or course. Satisfactory completion requires a passing grade. Evidence of attendance is also required for reimbursement for seminars, workshops and institutions which do not offer grades.

1817 Reimbursement must be approved by the Registered Nurse's Department Director. Reimbursement requests not approved shall be returned to the Registered Nurse with an explanation.

ARTICLE 19 – HEALTH AND SAFETY

1901 The Facility shall make reasonable provisions for the safety and health of all Registered Nurses during the hours of their employment, and for the review of unsafe conditions brought to its attention for any corrective action which may be appropriate. The Facility, the Association and the Registered Nurses recognize their respective obligations and/or rights under existing state or federal laws with respect to safety and health.

1902 The Association Officers shall be notified in advance of any Facility Safety Committee meetings, and shall be afforded the opportunity to attend these meetings. Time spent in Safety Committee meetings shall be compensated at the Association Officer's regular rate of pay.

1903 If it is claimed that either Party has in some manner violated this Article, such claim may be processed under the Grievance and Arbitration Article including Arbitration unless a state or federal agency has jurisdiction.

ARTICLE 20 - JOB SECURITY

2001 Successorship

2002 The Facility agrees to comply with all Labor laws regarding Successorship.

ARTICLE 21 - MANAGEMENT RIGHTS

2101 Subject to the laws and regulations governing the health care industry, the Hospital retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated or deleted by a provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Hospital and not abridged by this Agreement include, but are not limited to the following:

1. To manage, direct and maintain the efficiency of its business personnel;
2. To manage and control its departments, buildings, facilities, equipment and operations;
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. To subcontract or discontinue work for business, economic, medical or operational reasons;
5. To utilize personnel from nursing registries or other temporary help agencies;
6. To direct the work force;
7. To increase or decrease the work force;
8. To determine staffing patterns and levels and the number of Registered Nurses needed; provided that the Hospital adheres to the regulations set forth in Title XXII;
9. To lay off Registered Nurses;
10. To hire, transfer and promote Registered Nurses;
11. To demote, suspend, discipline, and discharge Registered Nurses for just cause;
12. To maintain the discipline and efficiency of Registered Nurses;
13. To establish work standards and schedules of operations;
14. To specify or assign work requirements and overtime;
15. To assign work and decide which Registered Nurses are qualified to perform such work;
16. To determine working hours, shift assignments and days off;
17. To adopt rules of conduct, appearance and safety and penalties for violations thereof;
18. To determine the type and scope of work to be performed and for the services to be provided to patients;

19. To determine whether work will be assigned to bargaining unit Registered Nurses or other Registered Nurses, registry staff or other classifications;
20. To determine the methods, processes, means and places of providing services to patients;
21. To determine the quality of patient services;
22. To acquire and dispose of equipment and facilities;
23. To determine the places where work will be performed;
24. To hire temporary Registered Nurses for designated periods of time;
25. To pay wages and benefits in excess of those required by this agreement;
26. To effect technological changes in its equipment and operations;
27. To sell, close or dispose of all or part of the Facility.

2102 The Hospital's failure to exercise any right, prerogative or function hereby reserved to it or the Hospital's exercise of any such right, prerogative, or function in a particular way, shall not be deemed a waiver of the Hospital's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with express provisions of this Agreement.

ARTICLE 22 – STRIKES AND LOCKOUTS

2201 In view of the importance of the operation of the Hospital to the community, the Facility and the Association agree that there will be no lockout by the Employer, and no strikes or other interruptions of work by the Association or its members during the term of this Agreement, and that all disputes arising under this Agreement shall be settled in accordance with the Grievance and Arbitration Article.

ARTICLE 23 – NOTICES

2301 Notices by the Union to the Facility shall be mailed, by certified mail, return receipt requested, or delivered to the following address:

Chief Executive Officer
Parkview Community Hospital Medical Center
3865 Jackson Street
Riverside, California 92503

2302 Notices by the Facility to the Union shall be mailed, by certified mail, return receipt requested, or delivered to the following address:

President
United Nurses Associations of California/Union of Health Care Professionals
955 Overland Court, Suite 150
San Dimas, California 91773

ARTICLE 24 – SAVINGS CLAUSE

2401 If any provision of this Agreement is held to be in conflict with any State or Federal law, or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement shall remain in full force and effect.

ARTICLE 25 – ENTIRE AGREEMENT

2501 This Agreement contains all of the agreements and understandings between the Parties concerning mandatory and other subjects of bargaining. During the term of this Agreement, neither the Association nor the Facility has any obligation to negotiate or enter into discussions with regard to any mandatory or other subjects of bargaining, whether or not those subjects are contained or referred to in this Agreement, and whether or not such subjects were within the knowledge or contemplation of either or both Parties at the time they negotiated this Agreement.

2502 Each Party expressly waives the right to further negotiations on any of the foregoing subjects. The Parties understand, however, that they may voluntarily agree to discuss issues that arise during the term of this Agreement that relate to wages, hours of work and conditions of employment, if the Parties mutually agree to do so.

2503 This Agreement comprises the entire agreement between the Parties. Neither Party will make any demands upon the other during the term of the Agreement, except for compliance with the Agreement. This Agreement may be changed only by written amendments signed by both Parties.

ARTICLE 26 – TERM OF AGREEMENT

2601 This agreement shall become effective on July 1, 2011 and shall be continued in full force and effect for a term of two years through April 29, 2014. Either party may serve written notice to amend or terminate this agreement not less than ninety (90) days prior to its expiration.

For United Nurses Associations of California/Union of Health Care Professionals

By _____

Its _____

For Parkview Community Hospital Medical Center

By _____

Its _____

SIGNATURES

**PARKVIEW REGISTERED NURSES ASSOCIATION
UNITED NURSES ASSOCIATIONS OF CALIFORNIA/
UNION OF HEALTH CARE EMPLOYEES,
NUHHCE, AFSCME, AFL-CIO**

/s/ _____
Henry Nicholas, President,
NUHHCE, AFSCME, AFL-CIO

/s/ _____
Ken Deitz, RN
President, UNAC/UHCP

/s/ _____
Barbara Blake, RN
State Secretary, UNAC/UHCP

/s/ _____
Delima MacDonald, RN
State Treasurer, UNAC/UHCP

/s/ _____
Bill Rouse, Exec Assistant to the Officers,

UNAC/UHCP

/s/ _____
Barbara Lewis, Director of Collective
Bargaining
and Representation, UNAC/UHCP

/s/ _____
Joy Harvey, RN
Staff Representative, UNAC/UHCP

/s/ _____
Penny Brown, RN,
Staff Representative, UNAC/UHCP

/s/ _____
Debby Cruz, RN
President, PRNA

/s/ _____
Judy Vargas, RN
Vice President, PRNA

/s/ _____
Linda Hippolyte, RN
Secretary, PRNA

/s/ _____
Viera Daniels, RN
Treasurer, PRNA

/s/ _____
Jacqueline Johnson, RN
Bargaining Team Member, PRNA

SIGNATURES

PARKVIEW COMMUNITY HOSPITAL MEDICAL CENTER

/s/ _____

Douglas L. Drumwright
Chief Executive Officer
Parkview Community Hospital

/s/ _____

Thomas Santos
Chief Nursing Officer
Parkview Community Hospital

/s/ _____

Stacci Gary
Human Resources Director
Parkview Community Hospital

APPENDIX A

PER DIEM, FULL TIME NON-BENEFITTED AND WEEKENDER STATUS REGISTERED NURSES

PER DIEM REGISTERED NURSES

Terms for meeting Per Diem status are as follows:

1. The Per Diem rate is forty dollars (\$40.00) per hour.
2. The Per Diem commitment is 6 shifts in 6 weeks, 2 of which must be weekend shifts
3. A Per Diem RN will be considered to have met the per diem commitment when she/he has offered 6 availabilities per 6 week schedule regardless of the number of shifts actually scheduled
4. Per Diem RNs will float per the PRNA, UNAC/UHCP-Parkview CBA.
5. Per Diem RNs will be subject to cancellation per the PRNA, UNAC/UHCP-Parkview CBA.
6. The Per Diem holiday commitment is 1 major and 1 minor holiday.
7. The Per Diem RN is not benefit eligible.
8. The Per Diem RN shall sign a per diem agreement.

FULL TIME NON-BENEFITTED REGISTERED NURSES

Terms for meeting Full Time Non-Benefitted (FTNB) status are as follows:

1. The full time non-benefitted (FTNB) rate is \$44.00 per hour.
2. The FTNB commitment is 3 days per week or 6 shifts per pay period for 12 hour employees or 5 8-hour shifts per week.
3. FTNB RNs are considered full time RNs for all other purposes including floating, cancellation, overtime, scheduling, seniority, job bidding, vacation bidding, holidays
4. FTNB RNs accrue no benefits including vacation, sick leave or health insurance
5. FTNB RNs are subject to probation as required for all full time employees
6. All FTNB RNs are required to have a minimum of five (5) years experience in the specialty to which they are hired. All FTNB Registered Nurses as of the date of ratification of this Agreement are grandfathered and not required to have five (5) years experience.
7. Full time benefitted RNs may transfer to FTNB status at any time of year.
8. FTNB RNs may transfer to FT benefitted status during the open enrollment period.
9. Transfers to or from FTNB status will not be denied if a full time position is available
10. Part time or per diem RNs may transfer to full time benefitted or non-benefitted status based on full time position availability.
11. The FTNB RN shall sign a FTNB agreement.

WEEKENDER REGISTERED NURSES

Terms for meeting Weekender status are as follows:

1. The Weekender Registered Nurse rate is \$42.00 per hour.
2. The Weekender commitment is ten (10) twelve (12) hour weekend shifts per 6 week schedule. Weekender Registered Nurses may work additional weekend shifts. Weekender shifts off need not be consecutive (i.e. a Weekender RN may be scheduled off on 2 Saturdays or 2 Sundays per six (6) week schedule.)
3. If Weekender RNs are cancelled on weekends, cancelled shifts are counted toward meeting their weekend commitment.
4. The Weekender holiday commitment is 1 major and 1 minor holiday.
5. Weekender RNs are part time, benefit eligible.
6. The Weekender shifts are defined as follows:
 - Days: Saturday and Sunday
 - Nights: Friday/Saturday or Saturday/ Sunday
7. The Weekender RN shall sign a Weekender agreement. For night shift weekenders, a Friday/Saturday or Saturday/Sunday commitment shall be specified in the weekender agreement.

LETTER OF AGREEMENT #1

NEW EMPLOYEE ORIENTATION

During the Facility orientation for Registered Nurses, a designated Association Representative will be allowed up to fifteen (15) minutes to discuss union membership, the Collective Bargaining Agreement and related issues. Such time shall be scheduled at a mutually agreed upon time.

The Association shall provide twenty-four (24) hours advance notice to Human Resources identifying the designated Association Representative who will participate in orientation. If the designated Association Representative is a Registered Nurse who is currently working, he/she will be released from work to participate in orientation provided that patient care permits and provided that such release does not create overtime or any additional cost to the facility. All time spent in orientation by said Parkview Registered Nurse Association Representative will be unpaid, unless otherwise permitted by an applicable Article in this Agreement.

The Facility shall provide the Association with the Registered Nurse orientation schedule and the number of new Registered Nurses a minimum of one (1) week in advance of each orientation.

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