

Bear Valley

SEVENTH MEMORANDUM OF UNDERSTANDING

Between

**UNITED NURSES ASSOCIATIONS
OF CALIFORNIA/UNION OF
HEALTH CARE PROFESSIONALS,
NUHHCE · AFSCME · AFL-CIO**

And

**BEAR VALLEY COMMUNITY
HEALTH CARE DISTRICT**

EFFECTIVE

July 1, 2011 - June 30, 2014

**Bear Valley Registered Nurses Association
United Nurses Associations of California/
Union of Health Care Professionals,
NUHHCE · AFSCME · AFL-CIO**

And

**Bear Valley Community Health Care District
Big Bear Lake, California**

Labor-Management Bargaining History

<u>Agreement</u>	<u>Effective Dates</u>
Original	November 1, 1994 to October 31, 1995
2nd	January 16, 1996 to January 15, 1999
3rd	May 1, 2000 to April 30, 2003
4th	September 25, 2003 to July 31, 2004
5th	August 1, 2004 to June 30, 2007
6th	July 1, 2007 to June 30, 2010
7th	July 1, 2011 to June 30, 2014

BEAR VALLEY

SEVENTH MEMORANDUM OF UNDERSTANDING

Between

BEAR VALLEY REGISTERED NURSES ASSOCIATION

**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/
UNION OF HEALTH CARE PROFESSIONALS
(UNAC/UHCP)**

NUHHCE, AFSCME, AFL-CIO

And

BEAR VALLEY COMMUNITY HEALTH CARE DISTRICT

EFFECTIVE

JULY 1, 2011 – JUNE 30, 2014

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ARTICLE 1 – MEMORANDUM OF UNDERSTANDING

- 1.1 This Memorandum of Understanding, also referred to as Agreement, is made and entered into this day of July 1, 2011, by and between representatives of Bear Valley Community Health Care District (hereinafter referred to as "Employer" or "Hospital"), and the United Nurses Associations of California/Union of Health Care Professionals, National Union of Hospital and Health Care Employees, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "Association or Associations"), and it constitutes a mutual recommendation to be submitted to the Employer's Board of Directors. This Memorandum of Understanding shall not be binding upon the Parties, in whole or in part, unless and until said Board of Directors formally approves said Memorandum of Understanding.

ARTICLE 2 – RECOGNITION & COVERAGE

- 2.1 Pursuant to the Meyers-Milias-Brown Act of the State of California, and the Employer Relations Resolution of Employer (Resolution No. 92-236), Employer has on January 14, 1993, formally recognized the Associations as the exclusively recognized employee organization representing employees in the unit of representation consisting of all Registered Nurses and Utilization Review Coordinators pursuant to an election conducted on December 18, 1992.
- 2.2 The Employer agrees that during the term of this agreement it will not challenge the bargaining unit status of any Registered Nurse or any job classification covered by this agreement.

ARTICLE 3 – IMPLEMENTATION & TERM

- 3.1 Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the Parties hereto unless made and executed in writing by the Parties hereto, and if required, approved and implemented by Employer's Board of Directors.
- 3.2 The term of this Agreement shall be for a three (3) years period beginning July 1, 2011 and ending at midnight on June 30, 2014.
- 3.3 In the event that either Party desires to meet and confer over the provisions of a successor Memorandum of Understanding, such Party shall deliver to the other, no later than 90 days before the expiration date in Article 3.2, its written notice to commence meeting and conferring. In the event neither Party properly and timely delivers notice of its intent to meet and confer over the provisions of a successor Memorandum of Understanding, this Memorandum of Understanding shall continue from year-to-year

until either Party delivers written notice to the other of its intent to meet and confer over the provisions of a successor Memorandum of Understanding no later than 90 days before the end of the term hereunder.

- 3.4 If a new Memorandum of Understanding/Agreement is not reached prior to the expiration date, the existing Memorandum of Understanding shall continue in effect until negotiations have been concluded, or until either Party gives to the other Party a seventy-two (72) hour notice of the intent to terminate the Agreement. The Parties may mutually extend the term of the Agreement of a specific period of time to allow for the continuation of bargaining.

ARTICLE 4 – COURTESY

- 4.1 The Employer and the Associations agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous and dignified manner when such individuals interact with fellow Registered Nurses, patients and the public.

ARTICLE 5 – NON-DISCRIMINATION

- 5.1 There shall be no discrimination by the Employer or the Association because of race, color, creed, sex, sexual orientation, national origin, political affiliation or age.
- 5.2 The Parties mutually recognize the rights of all Registered Nurses covered by this Memorandum of Understanding to join and participate in the activities of the Association or to refuse to join or participate in the activities of this Association, or to represent themselves individually, and appear in their own behalf in their employment relations with Employer. No Registered Nurse shall be intimidated, restrained, or coerced because of exercise of the aforementioned rights.
- 5.3 There shall be no discrimination by the Employer against any Registered Nurse on account of membership in or activity on behalf of the Association.

ARTICLE 6 – ORGANIZATION SECURITY AND DUES DEDUCTION

- 6.1 The Hospital shall deduct one (1) month's current and periodic Association dues from the wages and/or paid leave benefits of each employee who voluntarily executes and delivers to the Hospital the payroll deduction authorization form.
- 6.2 The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of dues check-off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings.

- 6.3 In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over dues.
- 6.4 Employee may opt out of the requirement set forth in the Section 6.1 during the thirty (30) day period immediately preceding the expiration date of this agreement. Failure to opt out during that time period shall bind the employee to maintain dues paying membership in the Association, for the duration of the succeeding agreement. An employee's deduction authorization shall automatically be canceled if the employee leaves the employ of the Hospital. The Association may, upon not less than thirty (30) day's written notice of the Hospital, irrevocably suspend operation of Section 6.1 of this Article.
- 6.5 The aggregate amount of such deductions by the Hospital shall be transmitted monthly to the Secretary-Treasurer of the Association. The Association shall indemnify, defend, and hold the Hospital harmless against any claims made against any suit instituted against the Hospital on account of check-off of employee organization dues. In addition, the Association shall refund to the Hospital any amounts paid to it in error upon presentation of supporting evidence.
- 6.6 The Hospital shall furnish the Union with a list each month indicating the dues deducted from the pay of any representation unit employee and any changes in employment status affecting the amount of such dues, and a list on hard copy and a disc or electronically (i.e. Excel format) which shall contain: (a) the names in alphabetical order, of all employees in the representation unit; (b) the current mailing address of record of each such employee and (c) the social security number and payroll number of each employee. The Union may, by written notice to the Hospital, waive compliance with any or all of the terms of this Section. Any information to be provided hereby shall be governed by applicable laws, related to confidentially and privacy.
- 6.7 The Association shall, upon presentation of proper invoices, reimburse the Hospital for the actual cost of all lists and services referred to in this Article.

ARTICLE 7 – MANAGEMENT RIGHTS

- 7.1 The Employer retains, solely and exclusively, all rights, powers, discretion, and authority that are not specifically restricted by an express provision of this Agreement.

ARTICLE 8 – PEACEFUL PERFORMANCE OF HOSPITAL SERVICES

- 8.1 The Association, its agents and Registered Nurses it represents, agree that there shall be no strike, work stoppage, or any other concerted interference with operations or any

picketing, or any refusal to enter upon the Employer's premises during the term of this Memorandum of Understanding.

- 8.2 Any Registered Nurse who participates in any of such prohibited activities shall be subject to discharge or such lesser discipline as the Employer shall determine; provided, however, that the Registered Nurse shall have recourse to the Grievance Procedure of this Memorandum of Understanding as to the sole question of whether the Registered Nurse, in fact, participated in such prohibited activity.
- 8.3 The Hospital agrees that there shall be no lockout of Registered Nurses during the term of this Memorandum of Understanding; provided the term "lockout" is hereby defined so as not to include the discharge, suspension, or reduction in hours of a Registered Nurse for disciplinary purposes, or the termination, layoff, reduction in force, or other curtailment of Registered Nurse working time for business or operational reasons.

ARTICLE 9 – ASSOCIATION REPRESENTATIVES

- 9.1 Up to three (3) Association Representatives, to be designated by the Association, in writing, one of which shall be entitled Chief Association Representative, shall, subject to the approval of the department head or designee, be permitted to conduct Association business on duty time, provided the time used is reasonable in relation to the business conducted. In any event, paid duty time used hereunder may not exceed a total of twelve (12) hours per month for all three (3) Association Representatives, and an Association Representative shall not leave his or her work station or assignment without first securing the approval of the department head or designee. Requests for use of paid duty time hereunder shall not be unreasonably denied. If use of paid duty time hereunder is denied, use of duty time shall be permitted as soon as practicable thereafter. The Hospital at its sole discretion, may grant additional time off to Association Representatives during duty time. Such additional time off shall be without pay.
- 9.2 There shall be a Registered Nurse committee that will meet with management representatives of the Employer on a scheduled basis or as needed, to review matters pertinent to this Agreement and to address professional concerns. Specifically excluded from such meeting will be subjects that could fall under the grievance procedure. Furthermore, the Hospital shall not be required hereunder to meet and confer over matters within the scope of representation.

Should a Registered Nurse believe staffing levels are insufficient to permit the delivery of adequate patient care, he/she shall undertake work assignments but may do so under oral or written protest. In an emergency situation where there is a potential danger to patients, the nurse shall immediately notify the nurse supervisor or designee who will physically visit the unit to assess the situation. The employer shall not require a

Registered Nurse in any case to perform a work assignment outside the lawful scope of his/her license.

- 9.3 Association's business representatives may enter the Hospital after obtaining approval from the department head or the Employer's Chief Executive Officer, or their designee, which shall not be unreasonably withheld for legitimate purposes pertaining to Association's business. Such access shall at all times be subject to general Hospital rules applicable to non-Registered Nurses, and there shall be no interference with the work of Registered Nurses or contact with patients.
- 9.4 The Employer shall provide space in an appropriate location and of appropriate size and design, as mutually agreed, for a glass enclosed and locking Association bulletin board. The Association shall pay for the cost of acquiring and mounting such bulletin board and shall maintain the bulletin board. The Employer and the Association shall both hold a minimum of two keys to said bulletin board. The Association may use such bulletin board to post official Association notices. The Association shall submit all material to Management for approval prior to posting. Such approval shall not unreasonably be denied. Space shall also be provided on existing bulletin boards in Registered Nurse/nurse's lounges for the posting of Association material. The Association agrees that material posted on any bulletin board shall contain no derogatory or controversial comments regarding the Employer or others, or the Employer's activities, or which discusses economic action against the Employer.
- 9.5 Upon not less than thirty (30) days written notice to the department manager, Employer shall make a reasonable effort to grant a leave of absence for Association business to three (3) Registered Nurses designated by the Association. Such leave shall be without pay provided that such Registered Nurse shall continue to accrue seniority, provided further that the total period of all such leaves granted pursuant to this Section shall not exceed thirty (30) days in any one (1) year.

ARTICLE 10 – DISCIPLINE & DISCHARGE

- 10.1 The Employer shall have the right to discipline a Registered Nurse, up to and including discharge, for reasonable cause only which encompasses the concept of progressive discipline.
- 10.2 Disciplinary reports shall remain in the employee's personnel file. However, any minor disciplinary action, for which there has been no recurrence in a twelve (12) month period, shall not be used as a foundation for subsequent discipline, and minor disciplinary report shall be removed at the beginning of the thirteenth (13) month. Disciplinary action involving egregious behavior such as substance abuse, falsification of records, sleeping on the job, and work related criminal violations shall not be removed

from personnel file. Moreover, HIPPA reportable events shall remain in the personnel file as required by federal and state laws and shall not be removed.

- 10.3 A Registered Nurse shall have the right to request an Association Representative to be present at any meeting with supervisors or management in which such meetings are investigatory, accusatory, or disciplinary in nature. A Registered Nurse who is only a witness in an investigation will be given twenty-four (24) hours notice prior to the meeting in order to have an opportunity to meet and confer with their representative. A witness is not entitled to an Association Representative, unless agreed to in advance by the employer on a non-precedent setting basis. It is agreed that the witness confidentiality rules are applied to the both employee and their representative. The witness Registered Nurse shall be advised that his/her obligation is to cooperate, speak the truth and whatever is shared with the individual administering the investigation, accusation or discipline, will not be used against the "witness" Registered Nurse unless the same "witness" Registered Nurse admits to wrongdoing against the district. The supervisor/ representative will advise the Registered Nurse whenever the meeting is to be investigatory, accusatory, or disciplinary as to that individual. The Employee's representative shall be either an Association Representative, or other State or Local Association Representative. The representative shall be chosen by the Registered Nurse and shall be present and available promptly upon the Registered Nurse's request. If Hospital operations do not permit prompt availability of the requested representative, the requested representative shall be made available as soon as reasonably possible thereafter. The Association agrees that if a representative requested by the Employee is not promptly available, and the representative's availability is not due to Hospital operations, the Association shall make another representative available for the meeting as soon as reasonably possible.
- 10.4 The Employer may place a Registered Nurse on paid administrative leave pending investigation to determine whether disciplinary action is, in fact, warranted; to protect the integrity of an investigation; or to protect the safety of persons or property. The placement of a Registered Nurse on paid administrative leave shall not be considered disciplinary and shall not be subject to the grievance procedure; provided, however, that any disciplinary action arising out of an investigation where the Registered Nurse has been placed on paid administrative leave is subject to the grievance procedure.
- 10.5 A Registered Nurse who is discharged shall be entitled to receive all accrued benefits as provided elsewhere in the Agreement less any sums due the Employer.
- 10.6 Registered Nurses may review their personnel files upon request. Review of files shall take place during business hours of the Employer's Human Resources Department.
- 10.7 An Association Representative, upon written request and authorization by a Registered Nurse, may examine the Registered Nurse's personnel file. If requested, the Registered

Nurse shall receive copies of any item of the file that pertains to any matter for which the Registered Nurse is being represented.

- 10.8 Material will be removed or otherwise deleted from the personnel file in the event a Registered Nurse and the Employer agree that the material is incorrect or it is determined to be incorrect as a result of the grievance procedure.

ARTICLE 11 – GRIEVANCE & ARBITRATION PROCEDURE

- 11.1 In order to be timely, a grievance must be brought to the attention of the Registered Nurse’s immediate supervisor within ten (10) calendar days after the Registered Nurse or Association had knowledge, or should have had knowledge, of the event or conditions which gave rise to the grievance. A grievance that is not timely filed is null and void and is without recourse. Failure to timely file a grievance may be raised at any step in the Grievance Procedure.

In cases of discharge, Step 1 shall be omitted and the grievance shall be submitted in writing to the Registered Nurse’s department head in Step 2 within ten (10) days of the effective date of discharge.

- 11.2 First Step

A written grievance shall be served on the immediate supervisor or designee of the immediate supervisor. The immediate supervisor or designee may elect to schedule a meeting following receipt of the written grievance, or proceed to issue the written response. The immediate supervisor or designee must respond to the grievance, in writing, within ten (10) calendar days following the conclusion of the meeting, or within ten (10) calendar days following the supervisor’s or designee’s receipt of the written grievance, if no meeting is held.

- 11.3 Second Step

If the Employer’s response from the First Step does not resolve the grievance, or if there is no response received within the specified time limit, the grievance may be appealed within ten (10) calendar days to the Second Step by filing the written grievance with the department head or designee of the department head. (In the event that the department head or designee is also the Registered Nurse’s immediate supervisor, the Registered Nurse may proceed directly to the Third Step by filing the written grievance within ten (10) calendar days of the date of the response in the First Step, or the date it was due if no response is filed within the specified time period).

The Second Step meeting will be scheduled within ten (10) calendar days following receipt of the appeal by the department head or designee. The written response to the

grievance at the second Step will be served within ten (10) calendar days following the conclusion of the Second Step meeting(s).

11.4 Third Step

If the Employer's response from the Second Step does not resolve the grievance, or if there is no response received within the specified time limit, the grievance may be appealed to the Third Step. The appeal must be made to the Chief Executive Officer or designee of the Chief Executive Officer within ten (10) calendar days of the date the department head's final response is served on the grievant.

The Third Step meeting will be scheduled within ten (10) calendar days following personal receipt of the appeal by the CEO or designee. The written response to the grievance at the Third Step will be served on the grievant within ten (10) calendar days following the conclusion of the Third Step meeting(s).

11.5 Fourth Step

- (a) If the grievance is not resolved at the Third Step within twenty-one (21) days after receipt of the Third Step reply, the written grievance may be submitted to arbitration for a decision. An impartial arbitrator shall be selected by alternate striking from a list provided by the California State Mediation and Conciliation Service. The arbitrator's decision on grievances over disciplinary action up to ten (10) days suspension, without pay, shall be final and binding on the parties. All non-discipline related grievances and grievances over disciplinary actions exceeding ten (10) days suspension, without pay, are subject to advisory arbitration as set forth hereafter. Within ten (10) days after issuance of the arbitrator's decision, either Party may notify the other, in writing, of its rejection of the advisory ruling. A rejection by either Party of the arbitrator's decision shall cause the grievance to be submitted to the Board of Directors for determination. The matter shall be considered by the Board, with or without hearing, in the sole discretion of the Board, at any time convenient to the Board, within forty-five (45) days after issuance of the arbitrator's decision. The decision of the Board shall be final and binding on both Parties. The cost of arbitration shall be shared equally by the Parties.
- (b) The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of a provision of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him or her by the respective Parties in the presence of each other and upon argument presented in briefs. The Parties may mutually agree to use expedited arbitration procedures.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. Past practice of the Parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by addition, subtraction, or revision) of the express terms of this Agreement. The arbitrator shall not render any decision or award or fail to render any decision or award merely because in his or her opinion such decision or award is fair or equitable. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

The arbitrator may hear only one grievance at a time unless both Parties expressly agree otherwise. However, both Parties will in good faith endeavor to handle in an expeditious and convenient manner cases that involve the same or similar facts and issues.

11.6 General

- (a) The Parties agree to limit the number of participants at any meeting within the grievance procedure to a reasonable number and to those able to make a material contribution to the attempt to resolve the grievance.
- (b) In the event the grievant elects to represent himself/herself without Association involvement, the Association shall be held blameless for all outcomes arising from the Grievance Process, unless otherwise provided by law. Should the grievant elect to appeal to arbitration, all costs associated with the arbitration, as outlined in Section 11.6 will be borne solely by the grievant and the Employer. In the event a grievant elects to exercise the right to represent him or herself, and objects to the attendance of Association Representatives, such individuals shall be excluded; provided, however, representatives of the Association will have certain rights of access to the records of the grievance proceeding. This right of access is provided in recognition of the Association's interest in effective representation of its members. Accordingly, the Employer shall provide the Association access to (1) information concerning the nature of the grievance; (2) any procedures utilized during the course of the grievance proceeding; and (3) the results of the grievance proceeding. The Hospital shall delete any personal information protected under the rights of privacy.
- (c) The Parties agree to cooperate fully in investigating the facts surrounding grievances; and also agree to produce all evidence necessary to substantiate their respective positions regarding the grievance, subject to the privacy rights of patients and Registered Nurses.

- (d) No settlement decision of any Arbitrator, or the Employer, in any one case shall create a basis for retroactive adjustment in any other case.
- (e) Time limits at any point in the grievance procedure may be extended by the mutual written agreement of the Parties. Any step of the grievance procedure may be mutually waived; however, no matter may be appealed to arbitration without first having been processed through the Third Step. When a step is waived, then the time limits in the next step shall apply.
- (f) If the Employer does not respond to a grievance within the time limit provided, or any extension thereof made pursuant to this article, the grievance may be appealed to the next step within the time limit provided, without the Employer's response.
- (g) A grievance may be referred to mediation, but only by mutual agreement of the Parties following a timely appeal to arbitration. The mediator or mediators shall be selected by mutual agreement of the Parties. In the event the Parties are unable to agree upon the selection of a mediator or mediators, this mediation procedure shall not be effective.

The expenses and fees of the mediator or mediators shall be shared equally by the Parties. The mediation proceedings shall be entirely informal in nature and subject to mutual agreement of the Parties.

Mediation shall be non-binding. The primary effort of the mediator or mediators should be to assist the Parties in settling the grievance in a mutually satisfactory manner. In attempting to achieve a settlement, the mediator or mediators shall be free to use all of the techniques customarily associated with mediation, including private conferences with only one Party.

If the grievance is not settled, withdrawn, or granted pursuant to these procedures, the Parties may proceed to arbitration.

- (h) Pursuant to Article 11.5 of the Memorandum of Understanding ("MOU") the parties agree that when a Disciplinary grievance has been submitted to arbitration the District will comply with the pre-arbitration discovery requirements set forth in applicable case law for the State of California. Such information will be provided unless the District asserts that the information requested is 1) "plainly irrelevant"; 2) does not exist or providing it is unduly burdensome; or 3) the disclosure of the information would compromise a recognized right of privacy.

Any disputes relating to the production of pre-arbitration discovery requirements shall be referred to the arbitrator selected by the parties for the proceeding for a decision.

- 11.7 A Registered Nurse may attend his/her own grievance hearing with no loss of pay if scheduled during the Registered Nurse's normal working hours.

ARTICLE 12 – PROBATIONARY PERIOD

12.1 All new Registered Nurses shall be subject to a probationary period of not less than ninety (90) days. A represented Registered Nurse who is promoted to a position within the represented unit shall be subject to a probationary period of not less than ninety (90) days, and will retain all Association rights. A represented Registered Nurse who is promoted to a position outside the represented unit shall be subject to a probationary period in not less than ninety (90) days. At the Sole discretion of the employer, the probationary period may be extended for an additional ninety (90) days. Extensions shall not establish precedent for future probationary periods.

All new Registered Nurses shall not be considered to be on permanent status until after satisfactorily completing the probationary period and extensions if applicable.

12.2 A new probationary period is not required for an intradepartmental transfer within the same classification. A reinstatement to a department in which the employee previously worked and satisfactorily completed probationary period in the same or comparable classification does not require a probationary period.

12.3 The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the required standard of work. A Department Head may recommend, and the Chief Executive Officer may extend an employee's probationary period by a maximum of three (3) months in one (1) month increments. When it is determined that the probationary period is to be extended, the Registered Nurse shall be notified prior to expiration of the probationary period.

12.4 If an employee is on leave without pay or off work without pay for an extended period of time, then the probationary period shall be extended by a minimum period of time equal to the length of time off work without pay or leave without pay. An employee shall be informed of such extension of probation at the time of such extension.

12.5 Probationary employees do not have property or vested rights to their position with the District. During the probationary period an employee may be rejected at any time without cause and without the right to appeal. Notification of rejection in writing shall be served on the probationer. The effective date of the rejection shall not be later than the last day of the probationary period. This does not preclude a probationary employee from filing grievances related to issues other than discipline or discharge.

12.6 Promotion

An employee who applies for and is selected for a higher position (promotion) and is rejected anytime from his/her probation may return to his/her former position unless the District elects to terminate the employee's employment with the District for reasonable cause as set forth in Article 10.

- 12.7 The Employer shall provide an orientation program for orienting all newly hired Registered Nurses to the objective, purposes and structure of the Hospital and its facilities; programs, including the Disaster Plan; and policies and procedures. Employer personnel in charge of the orientation program shall establish and maintain a checklist procedure.
- 12.8 At the time of new hire orientation, new hires covered by this Agreement shall receive a copy of the UNAC/UHCP-BVCH Memorandum of Understanding and orientation on the terms and conditions of employment therein.

ARTICLE 13 – PERFORMANCE EVALUATION

- 13.1 It is the policy of the Employer to periodically appraise the job performance of each Registered Nurse and to provide feedback concerning the actual job performance of the Registered Nurse as well as to provide both the supervisor and the Registered Nurse the opportunity to document and discuss the Nurse's performance.
- 13.2 A written performance evaluation shall be completed after a new employee has completed three (3) months, six (6) months of service , and at least annually thereafter. Supervisors may, at their discretion, initiate additional evaluations. The performance evaluation shall be discussed with the Registered Nurse after the evaluation has been reviewed and approved by the Department Manager. Both the evaluator and the Registered Nurse shall sign the evaluation (the Nurse's signature shall acknowledge awareness of the performance evaluation's content, not necessarily agreement) Each Registered Nurse will be given the opportunity to respond to any performance evaluation by commenting on the evaluation form or attaching a response The performance evaluation will then be sent to the Human Resources Department for review and approval by Administration. Upon administrative approval, the performance evaluation will become a part of the Registered Nurse's personnel file.

ARTICLE 14 – SENIORITY

- 14.1 "Registered Nurse Bargaining Unit Seniority" shall be defined as the period of continuous service as a Registered Nurse with the Employer, beginning with the date the Registered Nurse first entered a Registered Nurse classification covered by this Agreement.

- 14.2 “Hospital Seniority” shall mean the Registered Nurse’s continuous employment with the Employer since the Registered Nurse’s most recent hire date, less any unpaid authorized absence from work in excess of thirty (30) calendar days, excluding approved FMLA/CFRA time.
- 14.3 A probationary Registered Nurse shall have no Seniority rights but shall accrue seniority from the date of hire upon completion of the probationary period.
- 14.4 For purposes of a layoff, which shall be deemed not to include a call off or schedule change which results in lost work time, and in recall from such layoffs, Bargaining Unit Seniority shall prevail provided that skill, training experience, work performance and ability are substantially equal. At the time of a layoff, notice will be given to the Associations as soon as possible. Notice to the affected Registered Nurses will be made as soon as the planned details of the layoff have been finalized. Notice will not be unreasonably delayed.
- 14.5 A Registered Nurse whose position has been eliminated in a layoff will be placed into any vacant position of the same status for which the Registered Nurse is qualified. If no such position exists, the facility will consider layoff in the following order: Registered Nurses who want to volunteer, Registered Nurses who volunteer changes in status, discontinue the use of per diem Registered Nurses to the extent feasible, terminate probationary Registered Nurses except in those cases where a specialized skill is needed. After this order has been followed and there is a continued need, the affected Registered Nurse may displace the least senior Nurse, within his/her status provided he/she is qualified for said position and provided that skill, training, experience, work performance and ability are substantially equal. The Registered Nurse displaced by such action shall be placed on layoff status.
- 14.6 Laid off Registered Nurses shall be listed by Bargaining Unit Seniority on a recall list and will be subject to recall and rehire for a period of one (1) year from the date of layoff. It shall be the Registered Nurse’s responsibility to timely inform the Employer of the Registered Nurse’s current address and telephone number. Recall of laid off Registered Nurses shall be in the order of Bargaining Unit Seniority, provided that skill, training, experience, work performance, and ability are substantially equal, starting with the most senior, and without regard to whether the available Registered Nurse position is of the same status or on the same shift as the job occupied by the Registered Nurse prior to layoff.
- 14.7 When a job opening becomes available, the Registered Nurse will be notified by telephone, and a confirming letter will be sent by registered mail to the Registered Nurse. The Registered Nurse will be given five (5) calendar days from the date the verbal or written notification is received within which to inform the Employer whether the available position will be accepted. If the Registered Nurse does not respond within

the five (5) calendar day period, the Registered Nurse will be moved to the bottom of the recall list.

- 14.8 After accepting a recall, a Registered Nurse shall have five (5) calendar days in which to return to work at the Hospital, or to arrange a later return date if reasonable. Failure to return to work within five (5) calendar days, or by a later date if previously established, will result in the Registered Nurse being moved to the bottom of the recall list. Any recalled Registered Nurse may return to work as soon as the Employer is notified and a schedule allowing for such return can be established.
- 14.9 When a Registered Nurse refuses an offer of recall, the Registered Nurse will be moved to the bottom of the recall list.
- 14.10 After one (1) calendar year in which no recall has occurred, the Registered Nurse will be removed from the recall list.
- 14.11 The Employer shall have the discretion to determine a Registered Nurse's skill, training, experience, work performance, and ability where applicable.
- 14.12 Registered Nurse Bargaining Unit Seniority and Hospital Seniority shall be lost and the employment relationship ended as a result of any of the following: (1) Voluntary termination of employment; (2) Discharge, (3) Failure to return from an authorized leave of absence, and (4) Failure to return to work following recall, or removal from the recall list following a period of one (1) year.
- 14.13 A Registered Nurse with six (6) months of continuous service, and who terminates employment and is rehired by the Hospital within three (3) months of termination to a position within the bargaining unit, will retain all unpaid previously accrued service credit for wages and benefits and will retain previously accrued bargaining unit seniority.

ARTICLE 15 – JOB POSTING & FILLING OF VACANCIES

- 15.1 Registered Nurse jobs in classifications covered under this Agreement that are permanently vacated and/or newly created will be posted for an initial period of five (5) days. Interested Registered Nurses may bid for such jobs within the five (5) day period by completing a form provided by the Employer for that purpose.
- 15.2 Posting for open Registered Nurse jobs shall be displayed at appropriate location(s) in the Hospital. The final date of posting will appear on the posted notice.
- 15.3 All qualified Registered Nurses who bid for a posted job opening during the five (5) calendar day posting period shall be considered for such job, and it shall be granted on

the basis of Bargaining Unit Seniority provided all other relevant factors are substantially equal.

- 15.4 The Employer shall provide the job description of a vacant classification to any Registered Nurse requesting such. The job description for a classification shall include, but is not limited to, statements regarding the functions and qualifications for each classification.
- 15.5 No transfer will be allowed during the probationary period unless otherwise mutually agreed upon by management and the association.
- 15.6 When the Employer fills a posted job, notice that the position has been awarded will be posted in the appropriate location(s).
- 15.7 In recognition of the difficulties that may be imposed on the Employer to recruit and orient replacements for Registered Nurses who terminate their employment for personal reasons, Registered Nurses are required to tender at least two (2) weeks notice in advance of their resignation. The Employer may provide pay in lieu of notice, as it deems appropriate.
- 15.8 A Registered Nurse who resigns, or is terminated, shall be entitled to receive all accrued benefits provided elsewhere in this Agreement, less any sums due the Employer.
- 15.9 At such time as the facility establishes a new position covered by this agreement, or revises the content of an existing position a new job description will be prepared. The facility will also prepare a wage range for the new position. The facility shall provide notice to the association of the new position or job revision and upon request by the Association; the parties will meet to discuss the content of the new position/wage or job revision if the position is within the bargaining unit.

ARTICLE 16 – WAGES

- 16.1 The wage ranges for Registered Nurses covered by this Agreement shall be: See Appendix "A".
- 16.2 Across the Board Increase
Effective July 1, 2011 UNAC/UHCP bargaining unit Registered Nurses will receive an Across The Board (ATB) increases in his or her base rate of pay of three percent (3%) and additional ATB of three percent (3%) in his or her rate of pay on each following anniversary date of the agreement in year two (2) and year Three (3).

Maximum wage ranges will be increased commensurate with raises received to ensure no employee is disenfranchised and prevented from such raise.

- 16.3 Employer agrees to furnish Associations, upon request, with one (1) copy of each job description presently established and of such up-to-date job description as it may prepare in the future for the classification set forth in Exhibit "A" attached hereto.
- 16.4 Registered Nurses hired in a particular pay grade may be given four percent (4%) credit for each year of past applicable experience. This decision will be at the discretion of the department head. It is not intended to exceed the salary of an existing Registered Nurse with the same or greater years of experience.
- 16.5 Registered Nurses who move to/from a higher or lower pay grade because of a promotion, demotion, reclassification, or reallocation will receive an increase or decrease in base salary equivalent to the dollar amount difference between the minimum of the old pay grade and the minimum of the new pay grade. This adjustment will not exceed ten percent (10%) of the Registered Nurse's base salary or be less than the minimum or more than the maximum of the pay grade. In addition, the salary will not be less than would be assigned to a newly hired Registered Nurse with similar past work experience. No salary adjustment will be given to a Registered Nurse who maintains the same pay grade. The anniversary date for a Registered Nurse's performance evaluation will not be changed due to a move to/from a higher, lower or same pay grade.
- 16.6 Differential
- Registered Nurses who work an Evening Shift between 3:00 p.m. and 11:00 p.m. or a Night Shift between 11:01 p.m. and 7:00 a.m. will be eligible for a shift differential. Evening Shift differential rate will be eight percent (8%) of a Registered Nurse's base pay and will be paid for a shift worked between 3:00 p.m. and 11:00 p.m. Night Shift differential rate will be eleven percent (11%) of a Registered Nurse's base pay and will be paid for a shift worked between 11:01 p.m. and 7:00 a.m. Shift differential rate for either Evening or Night shift is determined by the majority of hours worked during the shift. Exception: A Registered Nurse working a complete double shift will be eligible to qualify for shift differential as two (2) separate shifts.
- 16.7 Holidays
- Authorized time worked by Registered Nurses on New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, shall be paid at one and one-half (1-1/2) the regular rate of pay.
- 16.8 Education & Work Related Training

- a. Full time and part time Registered Nurses are eligible for compensation and/or reimbursement for those classes that are required as condition of employment at the facility. Mandatory classes/meetings are defined as CPR, Orientation, ACLS, staff meetings and mandatory in-services. All time attending classes/meetings will be paid at straight time.
- b. If an employee is requested to attend a work related training seminar the Hospital will pay any tuition/registration for the employee. In addition, the expenses such as travel and/or accommodations may be reimbursed depending on the circumstances. Employees must complete a "request to attend an outside educational program" form and obtain approval prior to the seminar. All hospital sponsored training must be approved by the supervisor and the Human Resources Director and submitted to the payroll office no later than 10 days prior to the anticipated start date.
- c. The employee is expected to share knowledge gained with co-workers as well as submit a written summary of seminar highlights to his or her supervisor. A copy of the summary will be provided to the Human Resources Director.
- d. Employees are expected to substantiate expenditures with receipts. Receipts are attached to the travel expense record and submitted to the payroll office. Payment of the balance is made following authorization by the supervisor and the Human Resources Director. Any employee who attends a seminar, workshop, or meeting without prior authorization from their supervisor will be held responsible for costs incurred.

16.9 Education Reimbursement/Loan Repayment

The district encourages the employees in their attempts to improve their career development. To this end, the District provides loan repayment to employees who are pursuing accredited programs that will benefit the employee and the District.

- a. the employee must be employed as a benefit employee for at least one year before applying for the loan repayment program and must continue to work their scheduled hours (part-time 24-32 hours per week and full time 36-40 hours per week) during the course of study.
- b. the course or training is to be taken in an accredited school or sponsored by a recognized professional association. The course of study and payment must be pre-approved by the Department Director and the Human Resources Director.
- c. A loan repayment form will be completed by the employee and approved prior to the start of training.

- d. The education course will be taken outside of the employee's normal working hours. If an employee needs occasional time off to attend training courses, he/she should make a request for schedule changes to his/her supervisor. It is the decision of the supervisor whether this request can be approved based on staffing needs of the department.
- e. Full time benefited employees may apply for up to \$3000 each fiscal year based on the availability of funds for loan repayment. Part time benefited employees may apply for up to \$1500 each fiscal year. Expenses for transportation or equipment related to the course must be borne by the employee. Funds will be approved for distribution based on the budgeted amount available.
- f. Reimbursement per unit shall not exceed the tuition cost per unit at the University of California Riverside. If an employee enrolls in a specialty program which is not otherwise offered at a community college, a California state university, and/or the University of California Riverside he/she shall be eligible for a higher cost per unit reimbursement. This reimbursement shall also cover the cost of books and lab fees.
- g. Upon successful completion of an approved course the employee must submit a copy of the approved loan repayment form, receipts for the actual course, and an official course grade report to Human Resources. Upon receipt of these items and consistent with the preapproved Loan Repayment form, a reimbursement check will be provided. Records of successful course completion (C) or better will be made part of the employee education file.
- h. The loan repayment will be waived if the employee maintains their current employment status with the district for a period of two (2) years after the completion of the course. If the employee terminates employment prior to the two (2) year term of the agreement, total repayment of the loan, including interest at the current market will be due and payable upon date of termination. Failure to repay the loan amount will result in the account being sent to collection.
- i. The employee has the option of repayment of the loan through a payroll deduction.

16.10 Mileage

Registered Nurses using their personal automobiles for required Registered Nurse business will receive mileage allowance pay per mile in accordance with the Employer's prevailing organizational mileage allowance policy. If a business trip occurs during a Registered Nurse's regular work day, mileage should be claimed only in excess of the distance normally traveled to and from the Registered Nurse's regular work location. If a mandatory class is offered by the Employer at the hospital, no Registered Nurse will be reimbursed for mileage, class hours or class fees if they choose to attend the class elsewhere.

ARTICLE 17 – HOURS & OVERTIME

- 17.1 Daily Overtime (over eight (8) hours in a twenty four (24) hour period) will not apply in the event the employee/employer mutually agree to prescheduled commencement of work earlier/later than the preceding day and no more than four (4) hours are involved.
- 17.2 Intent: This language does not avoid overtime pay when an 8 hour employee is requested to work a 12 hour shift. This language is intended to allow employee flexibility in scheduling for school etc. and for the employer to meet operational needs.
- 17.3 Nothing in this Article or in this Memorandum of Understanding shall be construed to constitute a guarantee of hours of work per shift, per day, per week or per pay period.
- 17.4 Workday is defined as the twenty-four (24) hour period beginning when the Registered Nurse commences work and the twenty four(24) hour clock remains set until the employee is not on the clock at the end of the preceding twenty four s (24) hour period. The twenty four (24) hour clock remains constant until there is a period greater than twenty four (24) hours before the next shift commences.
- 17.5 Hours of work are defined as twenty four hour period commencing at 12:01 am and ending at 24:00 Saturday. Workweek is defined as the period from 12:01 a.m. Sunday to 24:00 Saturday. Except as provided section 17.6, below, fourteen (14) consecutive days shall constitute the work period.
- 17.6 The decision to implement any alternative work schedule is at the sole discretion of the District. The alternative work schedule may be revoked at anytime by the District as long as thirty (30) days notice of revocation is given to the Union and employees. Any modified work schedule shall not be considered a vested right or benefit and the District has no obligation to "meet and confer" or "meet and consult" prior to revocation, but the District agrees to consider to meet with the effected employees and the Union representative in the interest to collaboratively problem solve. However, on a case by case basis in those instances in which the parties can not achieve a mutual resolution the District retains the authority to modify a work schedule.
- Notwithstanding any other provision of this Agreement, the Employer may maintain ten (10) and twelve (12) hour shift schedules. In such cases, the work period shall consist of seven (7) consecutive days.
- 17.7 Registered Nurses working the day, evening and night shifts who are scheduled to work eight (8) hours within a spread of eight and one-half (8-1/2) hours shall receive not less than one-half (1/2) hour for lunch. Registered Nurses working a ten (10) and twelve (12) hour shift shall also receive not less than one-half (1/2) hour for lunch. If such a Registered Nurse is required to work during the lunch period or is required by the

supervisor to remain in the work area, such lunch period shall be paid as time worked in addition to payment for the shift and shall be deemed time worked for the purposes of computing overtime.

- 17.8 Except for Registered Nurses assigned to ten (10) and twelve (12) hour shifts, all hours worked in excess of eight (8) per day shall be paid at the rate of one and one-half (1-1/2) times the Registered Nurse's regular rate of pay, except when the request is made by the individual Registered Nurse and such treatment is allowable within applicable labor law. Except for Registered Nurses assigned to ten (10) and twelve (12) hours shifts, all hours worked in excess of eighty (80) per two(2) week period shall be paid at the rate of one and one-half(1-1/2) times the Registered Nurse's regular rate of pay, subject to section 17.13 below.
- 17.9 If a Registered Nurse is assigned on a ten hour shift, all hours worked in excess of ten (10) shall be compensated at one and one-half (1-1/2) the Registered Nurse's regular rate of pay. All hours worked in excess of forty (40) in the workweek shall be compensated at one and one-half (1-1/2) times the Registered Nurse's regular rate of pay.
- 17.10 If an Registered Nurse is assigned on a twelve (12) hour shift, all hours worked in excess of forty (40) in the workweek shall be compensated at one and one-half(1-1/2) times the Registered Nurse's regular rate of pay.
- 17.11 All hours worked in excess of twelve (12) in a workday shall be compensated at two (2) times the Registered Nurse's regular rate of pay, except when the request is made by the individual Registered Nurse and such treatment is allowable within applicable labor law.
- 17.12 All overtime hours worked by a Registered Nurse shall be authorized by the supervisor in advance, if possible; otherwise the claim for overtime shall be subject to review by the Hospital management.
- 17.13 There shall be no pyramiding or duplication of overtime for the same hour worked.
- 17.14 It is understood that the hospital has the authority to determine when the employees will be placed on stand by duty. A Registered Nurse/employee assigned to standby duty shall be compensated at the rate of six dollars (\$ 6.00) per hour for each hour that the Registered Nurse/employee is required to be on standby.

When a Registered Nurse/employee is called back to the hospital while assigned to standby status, pay for all time worked while on call back shall be at the rate of one and one-half (1-1/2) times the Registered Nurse's regular rate of pay, with the following exceptions: (1) call back hours worked during a shift for which the Registered Nurse was

previously scheduled to work will be paid at the Registered Nurse's straight time hourly rate; (2) Registered Nurses assigned to standby status in the Operating/Recovery Rooms shall be paid for hours worked between 6:00 a.m. and 4:00 p.m. Monday through Friday, excluding holidays, at the Registered Nurse's straight time hourly rate. Registered Nurses recalled to work when assigned to standby duty will be guaranteed two (2) hours of work or payment in lieu thereof. (Intent: To expand hours of operations in order to better meet the needs of the patients and surgeons. There is no intent to change current practice of Registered Nurses working (8) eight hour shifts. It is understood that Registered Nurses working over eight (8) hours would be compensated at the premium rate.

- 17.15 Each Registered Nurse shall receive a paid fifteen (15) minute rest period during each half of their eight (8) hour shift, or, for ten(10) and twelve (12) hour shifts, three (3) fifteen (15) minute breaks, (one (1) during each four (4) hour portion of the shift) during each twelve (12) hour shift. Such breaks shall be scheduled by the supervisor according to the needs of the department.
- 17.16 Because of the nature of a medical care organization, it is recognized that a major community disaster or emergency could require services of the Hospital beyond those normally provided. In the event of such disaster or emergency, and in recognition of the Parties' obligations to the community, all or parts of this Article may be suspended for the period required by the disaster or emergency.
- 17.17 Any full-time or part-time Registered Nurse who agrees to come in on his/her day off will be reimbursed at one and one-half (1-1/2) times his/her regular rate of pay, plus a bonus of fifty dollars (\$50) per shift if he/she works at least two hours. The Registered Nurse must have worked his/her regularly scheduled shifts per pay period to receive the bonus and time and one-half (1-1/2). (Example: If one unscheduled time off day occurs, the Registered Nurse would not be eligible for the bonus and time and one-half (1-1/2) pay if called in to work. However, any additional call-in shifts would be paid at the bonus and time and one-half (1-1/2) pay, providing no other unscheduled time off occurred during the pay period. Per Diem Registered Nurses who are scheduled to work three (3) or more shifts in a week will be eligible for the above incentive when they are called in for an additional shift. Incentive pay does not apply to Registered Nurses who are already scheduled to work.
- 17.18 Bargaining Unit Seniority shall be considered in scheduling practices.
- 17.19 All employees shall be scheduled according to:
 - a. 35-28 calendar days prior to the commencement of the schedule, full time, part time and per diem employees shall provide availability and/ or requests off and be scheduled up to 40 hours at straight time within a workweek on a equitable basis.

- b. 14 calendar days prior to the commencement of the schedule, the schedule shall be posted per the MOU.
- c. The order of selection for employees to work additional shifts is as follows: 1) part time for additional days non-premium time, 2) per diem non-premium time, 3) full time and part time available for additional days premium time should be distributed equitably. 4) Per diem premium time to be distributed equitably.

17.20 Cancellation:

In the event of low patient census travelers will be sent to float in other units before any employees are cancelled.

17.21 Per Diem Registered Nurses must work minimum of three (3) shifts within a six (6) week period and annually work a minimum of one (1) of the seventh (7) holidays, as defined in Article 16.8 holidays, in order to be maintained on the schedule. Management in its sole discretion may waive the work requirements if shifts are not available.

17.22 For purpose of calculating hours worked for the medical insurance benefit, a part-time Registered Nurse who is scheduled to work, and is cancelled by the employer for lack of work, shall have those scheduled hours "count" as hours worked. A Registered Nurse who is placed in an "on-call" status by the District shall receive credit for one (1) hour of work for each four (4) hours of "on-call" time.

ARTICLE 18 – PAID TIME OFF (PTO)

18.1 Paid Time Off (PTO) benefits are based on full-time service commencing with the date of hire. Regular part-time Registered Nurses shall accrue PTO commencing with date of hire on a pro-rated schedule based on their authorized hours. Temporary and Per Diem Registered Nurses shall receive no benefits.

PTO cash out is limited to no more than one (1) time per quarter. Employees must maintain a total of 80 hours in their PTO bank before cash out is approved. The total PTO hours cashed out may not exceed 40 hours per quarter per calendar year unless the maximum accrual amount will be exceeded. Any request for PTO cash out that is outside these stated limits may be granted at the discretion of the Human Resources Director and CFO, if the employee can establish an unforeseen emergency need. A "Request for PTO Cash Out" form must be submitted and approved by the department manager prior to submission to the Human Resource Department. PTO cash outs will be included in the employee's pay check. This policy is to reduce the number of manual checks necessary to process cash out requests. Employees should plan their requests with payroll periods to avoid delay in payment. The cash out form must be submitted to

the Human Resources Department prior to the deadline for submittals of timecards or the cash out will not be processed until the following pay period.

- 18.2 PTO accrues each pay period based upon all hours paid up to a maximum of eighty (80) hours and upon length of service. Eligible Registered Nurses will accrue PTO as follows:

<u>Length of Service</u>	<u>Accrual Rate Per Paid Hours</u>
0 – 4 years	.09615
5 – 9 years	.1154
10 + years	.1346

PTO accrual includes the former paid holidays: New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the Registered Nurse’s birthday, and floating holiday.

- 18.3 Unused PTO may be carried forward from one year to the next. The maximum benefits a Registered Nurse may have at any time shall equal two (2) year’s PTO at the Registered Nurse’s annual accrual rate. If the Registered Nurse’s earned, but unused, PTO reaches the maximum the Registered Nurse will not accrue any additional benefits. When the Registered Nurse later uses enough PTO to fall below the maximum, he/she will resume earning PTO from that date forward. Registered Nurses do not earn PTO while on leave of absence.
- 18.4 Paid Time Off (PTO) hours shall be used for vacation, holidays, short-term illness, family emergencies, religious observances, preventative health care, dental care, personal business, dependent’s school visitation, and other excused elective absences. PTO may be used in a minimum of one (1) hour increments. Approved educational leave, bereavement leave and jury duty are paid in addition to PTO days, and the PTO account is not charged with this time off. PTO hours can be used for incidents when employee is placed on call due to low census to supplement and keep the employees whole.
- 18.5 Registered Nurses are eligible for a maximum of five (5) unpaid days per year and a maximum of ten unpaid emergency leave days per year. Registered Nurses must request these days off in advance from their supervisor.
- 18.6 Vacation Seniority. Subject to Hospital needs, among Registered Nurses who have submitted vacation requests (first and second choices) on or before February 1 of each calendar year, the Employer will formulate and post the vacation schedule by March 1 of each calendar year for the next ensuing twelve (12) month period. Registered Nurses having the most Hospital seniority, in their respective departments and on their respective shifts, shall receive preference as to vacation times (provided that skill, training, experience, work performance and ability are substantially equal); provided that a Registered Nurse transferring to a new department or to a new shift after

February 1, shall not receive preference as to vacation times until the following calendar year.

- 18.7 With the exception of vacations, emergencies or illness, PTO must be requested and agreed to in advance, by the supervisor. In most instances, Registered Nurses must request PTO at least ten (10) days in advance and the supervisor must respond within five (5) days. In cases of absences for emergencies or illness, the Registered Nurse shall make every effort to notify his/her supervisor at least (2) hours before the start of the work shift. The Employer may require reasonable proof of illness or emergency when away from work for these purposes.
- 18.8 Upon making a request in writing to the Human Resources Department at least four (4) days in advance of the scheduled pay period in which the PTO time will commence, a Registered Nurse may receive any PTO pay otherwise falling due during the scheduled pay period(s) not later than one (1) day prior to the commencement of scheduled time off.
- 18.9 Upon termination of employment with the District, or upon changing to Per Diem status, all unused PTO hours will be paid off at the Registered Nurse's current hourly rate of pay. PTO hours may not be used to extend employment with the District beyond the last day actually worked.

ARTICLE 19 – EXTENDED SICK LEAVE (ESL)

- 19.1 All full-time Registered Nurses will accrue Extended Sick Leave (ESL) at the rate of six (6) days per year. Extended Sick Leave will be prorated for regular part-time Registered Nurses. All Extended Sick Leave benefits are paid at the Registered Nurse's regular rate of pay.
- 19.2 All eligible Registered Nurses will accrue Extended Sick Leave (ESL) at the rate of .02 per paid hour. ESL is accrued each pay period based upon all hours paid up to a maximum of eighty (80) hours. Accrual begins at the Registered Nurse's hire date, or date from which a Registered Nurse is reclassified from Per Diem or Temporary status. ESL hours may be used as soon as indicated on the pay stub, but may not be used in advance. There is no limit on the amount of ESL that may be accrued.
- 19.3 Extended Sick Leave shall be used to integrate with weekly State Disability Insurance (SDI) or Workers' Compensation pay, as necessary, during a long-term illness. Full-time Registered Nurses eligible for SDI may not use more than 40 hours of ESL per pay period. Registered Nurses eligible for Workers' Compensation may not use more than their normally scheduled hours of ESL per pay period.

19.4 Extended Sick Leave (ESL) will be used for the following:

Long-term illness that qualifies a Registered Nurse for State Disability Insurance or Workers' Compensation. ESL days shall be used to integrate SDI or Workers' Compensation pay-off as necessary during a long-term illness. Paid Time-Off (PTO) may be applied when ESL days have been exhausted.

Verified short-term illness: Commencing on the fourth consecutive day of short-term illness, ESL may be used in increments of one (1) day (8-hours). Verification must be a signed physician's statement non-work related illness or injury of short-term duration that does not qualify for ESL may be paid from the Registered Nurse's Paid Time Off (PTO) accrual.

19.5 In cases of absences for injuries or illness, the Registered Nurse shall notify his/her supervisor as promptly as possible. The District may request a return-to-work release from a physician if the Registered Nurse is absent three (3) or more days. The District may request that the Registered Nurse participate in rehabilitation programs to assist the Registered Nurse in avoiding future injury or illness.

19.6 Upon termination of employment, there is no payment of unused ESL.

ARTICLE 20 – LEAVES OF ABSENCE

- 20.1 (a) Unpaid Leave of Absence due to illness or injury, including disability due to pregnancy, childbirth or related medical condition shall be granted upon presentation of a certificate by a physician stating the necessity for such leave. Such a leave may be extended upon presentation of a certificate by the physician stating the medical necessity for such extension as required by law.
- (b) Registered Nurses will be allowed to take a Leave of Absence on account of pregnancy, for that period of time during which the Registered Nurse is disabled because of pregnancy, childbirth or related medical conditions. Generally, the leave will start when, in the opinion of the physician, she is no longer capable of adequately and safely performing her duties. Registered Nurses requesting maternity Leave of Absence should give reasonable notice of the date such leave will begin, and the expected duration of the leave.
- (c) Registered Nurses returning to work from a Leave of Absence due to pregnancy, illness or injury may be required to provide verification from his/her physician of ability to return to work.
- (d) If, for the purposes of this Article, an employee has been examined by a physician and the Employer has reason to believe that the certification or report of such

physician may be inaccurate or incomplete, the Employer, upon written authorization from the employee, may consult with that physician. The Employer has the right to seek a second opinion by a physician chosen by the employer and at the employer's expense.

- 20.2 After ninety (90) days continuous employment, in the event of death in the immediate family (spouse, child, parent, step-parents, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, domestic partners) up to three (3) days leave with pay shall be granted as necessary to permit the Registered Nurse to attend the funeral or to attend to pertinent matters related to the death. One additional day with pay shall be granted, if a death occurs in the immediate family (as defined above) for each 1,000 miles from the Registered Nurse's residence, up to an overall maximum of five (5) days. If the additional time is needed, accrued PTO or unpaid time will be granted at the Registered Nurse's request up to, but not to exceed fifteen (15) calendar days, including the three (3) to five (5) days, referred to above. The department manager or supervisor must be properly notified of the Registered Nurse's absence from work, for payment of bereavement leave. Exceptions to the definition of immediate family may be made by the Administrator or his designee.
- 20.3 All Leaves of Absence shall be requested in writing on a form provided by the Employer. At the time of such leave, the Registered Nurse shall be entitled to receive a written copy of Leave of Absence authorization.
- 20.4 Continuous service and Registered Nurse benefits shall not continue to accrue during an unpaid leave of absence where such Leave of Absence exceeds thirty (30) days.
- 20.5 Jury Leave will be paid only when it occurs on the Registered Nurse's regularly scheduled workday and for the scheduled hours of the workday. Only regular full-time and regular part-time Registered Nurses are eligible for compensation. Other Registered Nurses will be released from work for jury duty but will not be compensated by the Employer. A Registered Nurse will notify his/her supervisor immediately upon receiving notice of jury duty. After completion of jury duty, the Registered Nurse will request a jury work statement from the jury clerk's office. This should be given to the supervisor. The maximum jury allowance of a Registered Nurse within one calendar year will be two weeks. Any jury service beyond two (2) weeks will be on an unpaid basis.
- 20.6 Whenever a Registered Nurse is excused by a court from daily jury duty, or is placed on an on-call status, the Registered Nurse may so inform the Employer, and the Employer will make efforts to provide any available work that the Registered Nurse is qualified and willing to perform during the period of jury duty.

- 20.7 Leaves of absence for active military service shall be granted upon presentation of military orders by the Registered Nurse.
- 20.8 The Employer shall accord to each employee who applies for re-employment at the conclusion of active military service, all benefits and right to which the employee is entitled according to Federal and California statutes. It is understood that the employee must make application for return to active employment within the time limits specified by law.
- 20.9 Registered Nurses who have any type of reserve commitment, up to a maximum two (2) week reserve obligation each year, will receive a military reserve leave of absence. In such cases, the Registered Nurse may request accrued PTO time during a military reserve leave.
- 20.10 Registered Nurses will receive pay as time worked under terms of this Agreement for all time spent on behalf of the Employer at appearances, or on standby in legal proceedings arising out of the course and scope of employment.
- 20.11 Except as provided in section 20, the approval of any Leave of Absence does not constitute a guarantee or that the Registered Nurse's position, or any other position, will be held open. All Leaves of Absence are without pay. At the conclusion of a Leave of Absence, the Hospital will make reasonable effort to return a Registered Nurse to the position held prior to going on the Leave of Absence; however, if it is not reasonable to do so, a Registered Nurse returning from a Leave of Absence shall be offered the first available vacancy in the Registered Nurse classification, provided that any refusal of such offer shall terminate the Employer's obligation under this Section.
- 20.12 The Hospital agrees to comply with applicable provisions of the Federal Family Medical Leave Act and the California Family Rights Act.

ARTICLE 21 – PENSION & HEALTH BENEFITS COMMITTEE

- 21.1 A committee shall be created to study pension and health benefit options. The Committee shall consist of the chief Executive Officer, the Chief Financial Officer, the Hospital's personnel representative, one employee representative each from the United Nurses Associations of California/Union of Health Care Professionals, and the United Health Care Employees, and two non-bargaining unit Registered Nurse representatives. The committee shall be advisory only, with no authority, whatsoever, to adopt a pension or health benefit plan or otherwise bind the Hospital. All decisions on pension and health benefit matters would be reserved to the Board of Directors, in its sole discretion.

ARTICLE 22 – RETIREMENT PLAN

22.1 The Employer will set up and maintain a tax-deferred 457 (b) plan for voluntary (Registered Nurse) elected deferred compensation contributions and a 401 (a) Employer defined (matching) contribution plan. All regular benefited Registered Nurse (excluding per diem Registered Nurse) may contribute as much or as little of their pretax earnings subject to the annual contribution limits for a tax deferred 457 (b) plan for the Internal Revenue Service and the California Franchise Tax Board.

22.2 The District will match a portion of the Registered Nurse’s contribution based on the Registered Nurse’s length of service with the District.

<u>5 Years or Less</u>	<u>5+ to 10 Years</u>	<u>10+ to 20 Years</u>	<u>Over 20 Years</u>
<u>2.0%</u>	<u>2.5%</u>	<u>4%</u>	<u>5%</u>

22.3 The Registered Nurse’s contribution will be vested immediately.

22.4 The employer match will become vested on the date the Registered Nurse completes three (3) years of service with the District. Registered Nurses who have been employed with the District for three (3) or more years as of the date the plan goes into effect, will be fully vested at the start of the plan. Registered Nurses, who have worked for the District less than three (3) years at the start of the plan, will become vested at the time they complete three (3) years from their hire date.

ARTICLE 23 – MEDICAL INSURANCE

23.1 Beginning the first of the month following thirty (30) days of continuous employment, and subject to the plan’s eligibility and other terms and conditions, all regular full-time Registered Nurses and regular part-time Registered Nurses (who work a minimum of 96 hours for two consecutive pay period) shall be covered by the Hospital’s group insurance plan providing medical, surgical and hospital benefits. The Registered Nurse is responsible for completing all necessary paperwork. Hospital will pay one hundred percent (100%) of Registered Nurse’s premium. Eligible family members may be included in the coverage, and premiums for such coverage shall be deducted from the Registered Nurse’s paycheck. The Hospital reserves the right to change or modify the plan or conditions of participation in regards to medical insurance after consultation with the Pension and Health Benefits Committee provided for in Article 21.

23.2 Employer will convert Registered Nurses currently In “PPO” during open enrollment who choose to convert to “HMO” At no cost to Registered Nurse for monthly premiums. Registered Nurses who choose to maintain current “PPO” coverage will pay difference between monthly “HMO” and “PPO”.

- 23.3 The Employer shall notify the Union of any proposed revisions to coverage, cost, or provision of insurance plans covered by this Article.

ARTICLE 24 – DENTAL & VISION INSURANCE

- 24.1 Beginning the first of the month following thirty days (30) of continuous employment, and subject to the plan's eligibility and other terms and conditions, all regular full-time Registered Nurses and regular part-time Registered Nurses shall be covered by the Hospital's dental and vision plan. The Registered Nurse is responsible for completing all necessary paperwork timely. Hospital will pay one hundred percent (100%) of Registered Nurse's premium. Eligible family members may be included in the coverage, and premium cost for such coverage shall be deducted from the Registered Nurse's paycheck. The Hospital reserves the right to change or modify the plan or conditions of participation in regards to dental and vision insurance after consultation with the Pension and Health Benefit Committee provided for in Article 21.
- 24.2 The Employer shall notify the Associations of any proposed revisions to coverage, cost, or provisions of insurance plans covered by this Article.

ARTICLE 25 – LIFE INSURANCE

- 25.1 The District shall fully contribute for each full time and qualified part time employee the cost for a \$15,000 basic life and accidental death and dismemberment (AD &D) insurance. Any increase in the district's contribution toward basic life and AD&D insurance shall be subject to meet and confer process and approval by the District. The choice of insurance carrier shall be at the discretion of the District after consultation with the Associations.
- 25.2 All employees eligible for healthcare benefits at the start of the policy year shall be eligible for life insurance during the entire policy year. New employees are eligible for insurance following completion of their first thirty (30) days of employment.
- 25.3 The Employer shall notify the Associations of any proposed revisions to coverage, cost, or provisions of insurance plans covered by this Article.

ARTICLE 26 – CLASSIFICATION OF REGISTERED NURSES

- 26.1 Regular Full-Time Registered Nurses: A regular full-time Registered Nurse is one who works a regular schedule of at least seventy-two (72) hours per two-week pay period. Regular full-time Registered Nurses receive all benefits after 90 days of continuous employment. PTO may not be taken during the first 90 days of employment, except for holiday pay which can be taken as soon as approved.

- 26.2 Regular Part-Time Registered Nurses: A regular part-time Registered Nurse is one who works a regular schedule less than seventy-two (72) hours per two-week pay period. Regular part-time Registered Nurses receive pro-rated benefits after 90 days of continuous employment on the number of regularly scheduled hours and the specific eligibility provisions of the various benefit programs. Regular part-time Registered Nurses who work at least twenty four (24) hours per week are eligible for health, dental and life insurance. PTO may not be taken during the first 90 days of employment, except for holiday pay which can be taken as soon as approved.
- 26.3 Per Diem Registered Nurses: A Per Diem Registered Nurse is one who works on an “as needed” basis and who is not regularly scheduled to work. Per Diem Registered Nurses are not eligible for any fringe benefits. Per Diem Registered Nurses receive a wage rate that is equivalent to 14% above the midpoint of the respective wage ranges in lieu of benefits. Per Diem Registered Nurses receive shift differential at the rate of eight (8%) percent of the Registered Nurse’s Per Diem rate for the hours between 3:00 p.m. and 11:00 p.m., and eleven (11%) percent of the Registered Nurse’s Per Diem rate for the hours between 11:00 p.m. and 7:00 a.m.
- 26.4 Temporary Registered Nurses: A temporary Registered Nurse is one who works a full-time or a part-time schedule in a position with a maximum length of six (6) months. Temporary Registered Nurses are not eligible for any fringe benefits.

ARTICLE 27 – DEFINITIONS

- 27.1 In order to clarify UNAC/UHCP’s use of terms relating to the UNAC/UHCP labor organization, the following definitions are listed:
- AFFILIATE: Describes the basic unit for purposes of collective bargaining located at a particular medical facility, and which is also known as an Association affiliated with UNAC/UHCP.
- ASSOCIATION: The local Association formed within a medical center and the term Association is used interchangeably with the term Affiliate.
- ASSOCIATIONS: Refers to the United Nurses Associations of California/ Union of Health Care Professionals, which is always referred to in the plural, and which serves as the umbrella organization of the many Affiliates. When referred to in a Labor-Management Agreement, the use applies to the State organization alone, and/or the State and Local Associations together according to the method of use.
- UNAC/UHCP: Acronym for the United Nurses Associations of California/Union of Health Care Professionals.

ARTICLE 28 – SAFETY & HEALTH

- 28.1 The Employer 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 that may be appropriate. The Employer, the Associations and the Registered Nurses recognize their respective obligations and/or rights under existing state or federal laws with respect to safety and health.

ARTICLE 29 – SAVING CLAUSE

- 29.1 If any provision of this Agreement is or shall at any time be contrary to law that provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate negotiations between the Parties. In the event that any provisions of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 30 – FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- 30.1 It is intended that this Memorandum of Understanding set forth the full and entire understanding of the Parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties whether formal or informal, regarding any such matters are hereby superseded or terminated in the entirety.
- 30.2 It is agreed and understood that Associations hereto voluntarily and unqualifiedly waives its rights and agrees that Employer shall not be required to meet and confer with respect to any subject or matter covered herein or with respect to any other subject or matters, whatsoever, within the scope of representation as defined in Section 3504 of the Government Code, during the term of this Memorandum of Understanding.
- 30.3 The waiver of any breach, term or condition of this Memorandum of Understanding by either Party shall not constitute a precedent in the future enforcement of all its terms and provisions.
- 30.4 During the term of this MOU the parties agree to reopen this MOU to discuss revisions to the District’s Policies and Procedures Manual.

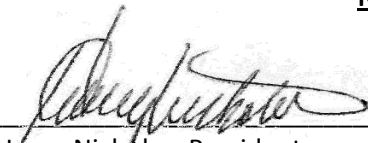
SIGNATURES

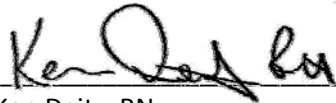
BEAR VALLEY REGISTERED NURSES ASSOCIATION


UNITED NURSES ASSOCIATIONS OF CALIFORNIA/

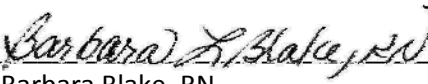
UNION OF HEALTH CARE PROFESSIONALS

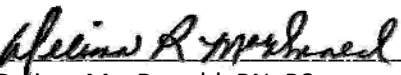
NUHHCE, AFSCME, AFL-CIO

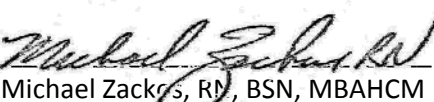
/s/ 
Henry Nicholas, President
National Union of Hospital &
Health Care Employees

/s/ 
Ken Deitz, RN
President
UNAC/UHCP

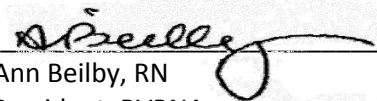
/s/ 
Bill Rouse
Executive Assistant to the Officers
UNAC/UHCP


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


/s/ 
Delima MacDonal, RN, BS
State Treasurer
UNAC/UHCP

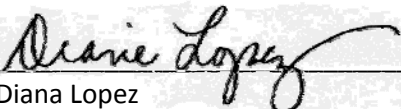
/s/ 
Michael Zacks, RN, BSN, MBAHCM
Chief Negotiator
UNAC/UHCP

/s/ _____
Shahrazad Tajmiri
Staff Representative
Negotiator, UHCE

/s/ 
Ann Beilby, RN
President, BVRNA
Bargaining Team, UNAC/UHCP

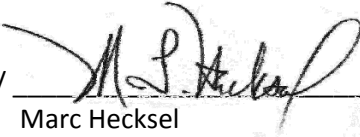
/s/ 
Donna Orum, LVN
Bargaining Team
UHCE

/s/ 
Fran Montoya, RN
Bargaining Team
UNAC/UHCP


/s/ 
Diana Lopez
Bargaining Team
UHCE

SIGNATURES


BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT
BIG BEAR LAKE, CALIFORNIA

/s/ 

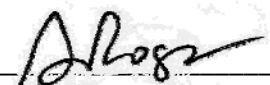
Marc Hecksel
Chief Executive Officer
Bear Valley Community Hospital District

/s/ 

Rudy Shutta
Chief Financial Officer
Bear Valley Community Hospital District

/s/ 

Mary Norman, RN, MSN
Chief Nursing Officer
Bear Valley Community Hospital District

/s/ 

Scott Rogers, CRT, ARRT
Director of Radiology, Information Technology and Plant Maintenance
Bear Valley Community Hospital District

APPENDIX A
Bear Valley Community Healthcare District
Salary Table 2011 - 2012

<u>Job Title</u>	<u>Minimum</u>	<u>Mid</u>	<u>Maximum</u>	<u>Per Diem</u>
<u>Level 1</u> Cook Dietary Aide/Food Services Worker Environmental Services Technician Patient Accounting Billing Support	\$9.48	\$12.02	\$17.09	\$13.70
<u>Level 2</u> Medical Records Specialist Medical Records Clerk	\$10.40	\$13.19	\$18.76	\$15.04
<u>Level 3</u> Activities Coordinator Admitting Clerk Certified Nursing Assistant Data Processing Coordinator Emergency Room Technician FHC/RHC Clerical Assistant – 1 MOM Project Office Manager Operating Room Technician	\$11.59	\$14.70	\$20.91	\$16.76
<u>Level 4</u> FHC/RHC Clinical Assistant FHC/RHC Clerical Assistant – 2 Lead Housekeeper Maintenance Worker – 1 Patient Account Representative	\$12.64	\$16.01	\$22.80	\$18.25
<u>Level 5</u> Nurse Staffing Coordinator	\$14.16	\$17.95	\$27.07	\$20.47
<u>Level 6</u> Coder Computer Technician Limited Radiology Technician MOM Project Case Manager MOM Project Educator	\$16.05	\$20.36	\$28.95	\$23.22

<u>Level 7</u>	\$18.21	\$23.08	\$32.83	\$26.32
Licensed Vocational Nurse Physical Therapy Assistant Radiology Technician I (CT)				
<u>Level 8</u>	\$19.98	\$25.34	\$36.03	\$28.88
Radiology Technician II (US/CT) Respiratory Therapist Respiratory Therapist Lead				
<u>Level 9</u>	\$22.48	\$28.52	\$40.54	\$32.51
None				
<u>Level 10</u>	\$23.21	\$29.43	\$44.35	\$33.55
Case Manager Physical Therapist Radiology Tech III (CT/US Mammo) Registered Nurse (SNF/MDS)				
<u>Level 11</u>	\$27.75	\$35.18	\$50.02	\$40.11
Registered Nurse (ER/OR and Acute)				
<u>Level 12</u>	\$28.08	\$35.61	\$53.67	\$40.59
RN Team Leader SNF RN Team Leader ER/Acute/OR				

NOTES

UNAC/UHCP Contact Information:

**United Nurses Associations of California/
Union of Health Care Professionals
NUHHCE · AFSCME · AFL-CIO**

State Offices

955 Overland Court, Suite 150
San Dimas, CA 91773-1718
Ph: 909-599-8622 · 800-762-5874
Fax: 909-599-8655

San Diego Offices

5030 Camino de la Siesta, Suite 306
San Diego, CA 92108
Ph: 619-280-5401
Fax: 619-280-7406

**24 hour answering services
provided when offices are closed.**



Bear Valley Community Hospital - BVRNA 31-36

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