

University of Chicago Medical Center
Fourth Economic Proposal and Response to NNOC/NNU
Economic Proposals

UCMC reserves the right to supplement and/or correct these proposals at an appropriate time. UCMC notes that NNOC/NNU has not yet presented all of its other proposals, including seniority. UCMC reserves the right to make additional proposals after receiving all of NNOC/NNU's proposals

Provided that NNOC/NU withdraws its proposals to change the language of Section 10.2 (benefits changes, copays, deductibles) and to increase or add overtime (double time), shift, weekend, on call, and other differentials and add ons to other elements of pay (NNOC 4.4, 12.3, 12.5, 12.7); UCMC withdraws proposals to change Sections 4.4, 12.4

NEW PACKAGE PROPOSAL OF September 5, 2019

~~Revise Sections 4.4 and 12.5 (and any other Sections of the CBA that may apply) to eliminate the payment of daily overtime for hours worked in excess of scheduled shift time for currently represented nurses (not currently paid for newly represented nurses or proposed to be paid):~~

~~Section 4.4 — Overtime~~

~~The Medical Center will distribute overtime work equitably among nurses who desire to work overtime and who normally and customarily perform the same or related work in the scheduling unit. If more overtime than these nurses are willing to do is assigned, it may be offered to nurses on other units.~~

~~In addition to the process of scheduling overtime shifts, after schedules are posted, units may provide nurses an opportunity to indicate that they are interested in being called for a specific date(s) and shift(s) if unanticipated overtime arises on their unit. Nurses who have indicated availability may be called in the order of sign-up if the Medical Center has work for them. Nurses are not required to accept the shift if called, and the failure to call a nurse for any reason shall not be a violation of this Agreement. On units that utilize this procedure, nurses who have been scheduled for overtime shifts will be utilized before such nurses. If a nurse from the availability list is no longer needed on her unit, the Medical Center may elect to float the nurse as provided in this Agreement, but the nurse will have the option to go home if the nurse does not wish to float.~~

~~Mandatory overtime will be limited in accordance with the Illinois Hospital Licensing Act (210 ILCS 85/10.9) and applicable regulations 77 Ill. Admin. Code 250.1110, including future amendments, which place certain limits on mandatory overtime.~~

~~The Medical Center shall designate a supervisor on each shift who shall be available to unit employees to authorize overtime if such overtime is required.~~

~~Nurses, except employees in the Nurse Associate or Flight Nurse classification, shall be paid at the blended overtime rate of pay for all hours authorized by the Medical Center which are worked in excess of the scheduled work time of a shift as set forth in Section 1 of this Article or in excess of forty (40) hours in a workweek. The blended overtime rate is calculated as follows: Total compensation received during the week, including straight time pay for overtime hours worked, as well as incentive compensation and all additives, including differentials and other payments received as provided for in this Agreement, divided by total hours worked in the week, or considered as worked under this Agreement. The quotient is then multiplied by one~~

~~half (1/2) times the total number of overtime hours worked, and that figure is added to the total straight-time compensation, as set forth above. When calculating hours worked for overtime purposes, absences due to the use of sick time, disability or worker's compensation shall not be counted, but all paid hours due to vacations, holidays and personal days shall be counted. [note additional changes proposed to this language in separate proposal]~~

~~On the twelve (12) hour shift, overtime will be paid at the blended overtime rate after forty (40) hours in a workweek, as set forth above, or for hours of work in excess of the scheduled work time of their shift, but will not be paid for hours worked in excess of a nurse's scheduled shift or in excess of eight (8) in one (1) day.~~

~~Nurse Associates and Flight Nurses will accumulate and use compensatory time for all hours worked in excess of the regularly scheduled shift on an hour per hour basis if the overtime worked is less than one (1) whole shift. If a Flight Nurse works an additional shift, that nurse will be paid straight time for each additional shift worked.~~

~~Nurse Associates and Flight Nurses are excluded from receiving overtime payments. However, Flight Nurses and Nurse Associates may volunteer to perform staff nurse duties outside their regularly scheduled hours of work as Flight Nurses and Nurse Associates. If a full-time Flight Nurse or Nurse Associate volunteers to work as a staff nurse during the time s/he is not scheduled to work as a Flight Nurse or Nurse Associate, s/he shall be paid an extra service payment equivalent to the appropriate overtime rate, including overtime where applicable, paid to a staff nurse on Schedule A.~~

~~Section 12.6 — Overtime Pay~~

~~——— For purposes of Section 4.4, the appropriate rate of overtime work [work in excess of forty (40) hours within the workweek, or for hours in excess of the scheduled work time of their shift, calculated as set forth in Section 4.4] shall include all additive payments such as charge, evening, night, and weekend shift bonuses, where applicable. Overtime paid but not worked shall be calculated in the same manner.~~

~~——— This Section 4.4 provision shall not apply to employees in the Nurse Associate, and Flight Nurse classifications.~~

~~Revise Section 4.4 (and any other conforming changes to other sections of the CBA necessary) to eliminate the calculation of overtime based on any form of non-working time (not currently proposed for newly represented nurses or proposed to be paid):~~

~~Section 4.4 ——— Overtime~~

~~The Medical Center will distribute overtime work equitably among nurses who desire to work overtime and who normally and customarily perform the same or related work in the scheduling unit. If more overtime than these nurses are willing to do is assigned, it may be offered to nurses on other units.~~

~~In addition to the process of scheduling overtime shifts, after schedules are posted, units may provide nurses an opportunity to indicate that they are interested in being called for a specific date(s) and shift(s) if unanticipated overtime arises on their unit. Nurses who have indicated availability may be called in the order of sign up if the Medical Center has work for them. Nurses are not required to accept the shift if called, and the failure to call a nurse for any reason shall not be a violation of this Agreement. On units that utilize this procedure, nurses who have been scheduled for overtime shifts will be utilized before such nurses. If a nurse from the availability list is no longer needed on her unit, the Medical Center may elect to float the nurse as provided in this Agreement, but the nurse will have the option to go home if the nurse does not wish to float.~~

~~Mandatory overtime will be limited in accordance with the Illinois Hospital Licensing Act (210 ILCS 85/10.9) and applicable regulations 77 Ill. Admin. Code 250.1110, including future amendments, which place certain limits on mandatory overtime.~~

~~The Medical Center shall designate a supervisor on each shift who shall be available to unit employees to authorize overtime if such overtime is required.~~

~~Nurses, except employees in the Nurse Associate or Flight Nurse classification, shall be paid at the blended overtime rate of pay for all hours authorized by the Medical Center which are worked in excess of the scheduled work time of a shift as set forth in Section 1 of this Article or in excess of forty (40) hours in a workweek. The blended overtime rate is calculated as follows: Total compensation received during the week, including straight time pay for overtime hours worked, as well as incentive compensation and all additives, including differentials and other payments received as provided for in this Agreement, divided by total hours worked in the week, or considered as worked under this Agreement. The quotient is then multiplied by one half (1/2) times the total number of overtime hours worked, and that figure is added to the total straight time compensation, as set forth above. When calculating hours worked for overtime purposes, overtime shall be calculated as provided by applicable law on hours worked and not on any hours not worked, including but not limited to absences due to the use of sick time, disability, or worker's compensation shall not be counted, but all paid hours due to vacations, holidays and personal days shall be counted.~~

~~On the twelve (12) hour shift, overtime will be paid at the blended overtime rate after forty (40) hours in a workweek, as set forth above, or for hours of work in excess of the scheduled work time of their shift, but will not be paid for hours worked in excess of eight (8) in one (1) day. [note additional changes proposed to this language in separate proposal]~~

~~Nurse Associates and Flight Nurses will accumulate and use compensatory time for all hours worked in excess of the regularly scheduled shift on an hour per hour basis if the overtime worked is less than one (1) whole shift. If a Flight Nurse works an additional shift, that nurse will be paid straight time for each additional shift worked.~~

~~Nurse Associates and Flight Nurses are excluded from receiving overtime payments. However, Flight Nurses and Nurse Associates may volunteer to perform staff nurse duties outside their regularly scheduled hours of work as Flight Nurses and Nurse Associates. If a full-time Flight Nurse or Nurse Associate volunteers to work as a staff nurse during the time s/he is not scheduled to work as a Flight Nurse or Nurse Associate, s/he shall be paid an extra service payment equivalent to the appropriate overtime rate paid to a staff nurse on Schedule A.~~

NEW UCMC PACKAGE PROPOSAL OF SEPTEMBER 5, 2019

Modify Sections 5.4 and 5.5 Article 5 Regarding Holidays as follows:

Section 5.4 Holidays Worked

An eligible employee, except one in the Flight Nurse or Nurse Associate classification, who is required to work on a Regular Medical Center holiday, shall be compensated at the appropriate overtime rate. Flight Nurses or Nurse Associates who work on a holiday shall receive a compensating personal holiday day-off with pay.

Such employees shall be given another personal holiday ~~mutually acceptable day-off under Section 5.7~~ with pay (a substitute holiday) ~~within fifteen (15) calendar days preceding the holiday or forty five (45) calendar days following the holiday. Such time off shall be counted as time worked in computing overtime hours for the week. Although every reasonable effort will be made to do so, if a nurse's substitute holiday cannot be granted within the above time frame, the nurse may either opt for an additional thirty (30) day period to be given a mutually acceptable substitute holiday or be paid in lieu thereof at her basic straight time hourly rate.~~ Nurses on designated or voluntary on-call who are called in and work a majority of the shift's hours are eligible to request a substitute personal holiday ~~or receive holiday pay on the holiday as scheduled.~~

Section 5.5 Holidays Falling on Employee's Day Off

If a regular Medical Center holiday falls on an employee's regularly scheduled day off (except that this Section shall not apply to employees in the Nurse Associate classification), (s)he shall be given another personal holiday day off under Section 5.7 with pay (a substitute holiday) ~~within fifteen (15) calendar days preceding the holiday or forty five (45) calendar days following the holiday.~~

~~Although every reasonable effort will be made to do so, if a nurse's substitute holiday cannot be granted within the above time frame, the nurse may either opt for an additional thirty (30) day period to be given a mutually acceptable substitute holiday or be paid in lieu thereof at basic straight time hourly rate. If a substitute day off is not requested at all with the first sixty (60) days, the holiday shall be forfeited. Although every reasonable effort will be made to do so, if it is not possible to give a substitute day off within this period, the nurse may either opt to extend this period by an additional thirty (30) days or s/he may choose to be paid time and one-half (1/2) of the normal rate for the number of hours in a regularly scheduled workday, but such hours shall not count as hours worked in that workweek. Such time off shall be counted as time worked in computing overtime hours for the week.~~

Modify Section 9.4 as follows to provide for use of vacation and personal time during periods of illness:

Section 9.4 Sick Leave Pay

Working hours lost because of the employee's illness or injury, not otherwise compensable shall be charged against the employee's accrued sick leave. Once such time is exhausted, accrued vacation and personal holiday hours shall be utilized. Such hours shall be compensated at the base straight-time hourly rate until the employee's accrued ~~sick~~ leave is exhausted. ~~Vacation or personal holiday time will be applied to working hours lost due to employee's illness or injury if sick leave is exhausted, unless the employee notifies her supervisor that she does not wish to do so by the Tuesday following the bi-weekly payroll period end date in which the absence occurred. If the employee does so notify the supervisor, and the employee mistakenly is paid and charged an accrued day(s) or portion(s) thereof and the employee notifies the manager, the correction shall be made by the next regular payday and the employee will not have to cancel a scheduled vacation that otherwise would have been affected in the interim.~~ No compensation shall be paid for periods of absence in excess of the sick leave, vacation, or personal holiday time accrued prior to such absence.

Employees unable to report to work shall call in at least two (2) hours before the starting time of their scheduled shift to work. Working time lost by employees who fail to provide timely notice of absence shall be treated as an unexcused absence.

UCMC Offer of August 23, 2019: Provided NNOC/NU agrees to proposed section 9.4, UCMC modifies its position on Section 10.1 (Package Deal)

Section 10.1 Disability Benefits

The Medical Center agrees to provide disability coverage for employees who have completed their probationary period. Following is a general description of the benefits and conditions of this Plan:

- A. Any non-probationary employee who is absent from work because of a non-work connected accident or illness will be entitled to short-term benefit payments beginning the fifteenth (15th) day of such absence or at the completion of time covered by accrued sick leave, vacation, and personal holidays, whichever is the longer period. Short-term disability shall be paid at the rate of fifty thirty percent (~~30~~50%) of base salary, to a maximum of twenty-six (26) weeks~~thirteen (13) weeks~~.
- B. Any non-probationary employee enrolled in the long-term disability plan, who is absent from work because of a non-work connected accident or illness for more than twenty-six thirteen (2613) weeks, will be entitled to long-term benefit payments pursuant to the provisions of the long-term disability plan, but not less than sixty percent (60%) of base salary. (Prior to receiving long-term disability payments, the employee must exhaust all paid time and short-term disability, both of which will be credited toward becoming eligible for long-term disability.)

UCMC Fourth Economic Proposals of September 6, 2019
NNOC/NNU Negotiations
(Comprehensive package)

A full description of the Plan is available upon request from the Human Resources Benefits Office.

NEW UCMC Package Proposal of August 23, 2019; packaged with changes to Section 9.4.

Note: Because of the need for a new open enrollment period to effectuate the change, changes to STD and start of LTD language will be effective following the next scheduled open enrollment (May 2020 for July 1, 2020).

Modify Article 10 as follows, which would apply to both existing represented and newly represented nurses:

ARTICLE 10 BENEFITS

Section 10.1 Disability Benefits – See Proposal Above.

Section 10.2 Benefits

During the term of this Agreement nurses shall remain eligible to participate in the following benefit programs to the same extent that such programs are applicable to all Medical Center's personnel. If during the term of this Agreement, the Medical Center decides to remove or change any of the benefits provided under the plans set forth below, the Medical Center will give NNU notice of the Medical Center's planned design changes as soon as practical and at least fourteen (14) days before notice is provided to nurses of UCMC's intention to implement these changes for nurses (or fourteen (14) days before implementation if sooner). This obligation shall not apply to routine plan administrative changes, but only those that will change a nurse's benefits. If either party requests a meeting within ten (10) days of such notice, parties will meet within fourteen (14) days to bargain about the effects of such changes (but UCMC will not be obligated to bargain over its decision to make the change). The effects-only bargaining provided for under this provision will not delay UCMC's implementation of the changes or the effective date of any changes.

[UCMC Package Proposal of August 23, 2019 UCMC offers to withdraw above proposed changes and retain current CBA language as noted above if NNU withdraws its proposed changes to language of Section 10.2, both sides leaving open proposals regarding medical insurance premiums.]

- A. Employee Retirement Income Plan
- B. Group life Insurance Program
- C. Medical Insurance
- D. Dental Insurance
- E. Vision Service Plan (VSP)
- F. Flexible Spending Accounts (medical, dependent care and transportation)
- G. Long Term Disability Plan
- H. Personal Accident Insurance Plan

- I. Tuition Reimbursement Plan (University of Chicago courses for employees and their children)
- J. Employee Assistance Program

Through June 30, 20~~2015~~, employee contribution rates for nurses will not change from the rates in effect under the prior contract.

Thereafter, the following premium shares shall be in effect:

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EMPLOYEE PREMIUM SHARE (FULL TIME EMPLOYEES)

<u>Plan</u>	<u>Tier</u>	<u>7/1/2019</u> <u>(FY20)</u> <u>(NO</u> <u>CHANGE)</u>	<u>7/1/2020</u> <u>(FY 21)</u>	<u>7/1/2021</u> <u>(FY 22)</u>	<u>7/1/2022</u> <u>(FY 23)</u>	<u>7/1/23</u> <u>(FY 24)</u>
<u>UCHP¹</u>	<u>Employee Only</u>	<u>21.0% NC</u>	<u>22.0%</u>	<u>23.0%</u>	<u>23.0% (NC)</u>	<u>23.0% (NC)</u>
	<u>Employee + Spouse</u>	<u>24.8% NC</u>	<u>25.0%</u>	<u>25.0% (NC)</u>	<u>25.0% (NC)</u>	<u>25.0% (NC)</u>
	<u>Employee + Child(ren)</u>	<u>25.0% NC</u>	<u>25.0% (NC)</u>	<u>25.0% (NC)</u>	<u>25.0% (NC)</u>	<u>25.0% (NC)</u>
	<u>Employee + Family</u>	<u>21.0% NC</u>	<u>22.25%</u>	<u>23.5%</u>	<u>24.5%</u>	<u>25.0%</u>
<u>BCBS PPO¹</u>	<u>Employee Only</u>	<u>21.0% NC</u>	<u>22.0%</u>	<u>23.0%</u>	<u>23.0% (NC)</u>	<u>23.0% (NC)</u>
	<u>Employee + Spouse</u>	<u>25.0% NC</u>	<u>25.0% (NC)</u>	<u>25.0% (NC)</u>	<u>25.0% (NC)</u>	<u>25.0% (NC)</u>
	<u>Employee + Child(ren)</u>	<u>25.0% NC</u>	<u>25.0% (NC)</u>	<u>25.0% (NC)</u>	<u>25.0% (NC)</u>	<u>25.0% (NC)</u>
	<u>Employee + Family</u>	<u>21.0% NC</u>	<u>22.25%</u>	<u>23.5%</u>	<u>24.5%</u>	<u>25.0%</u>
<u>Advantage</u>	<u>Employee Only</u>	<u>12.0 NC</u>	<u>13.0%</u>	<u>14.0%</u>	<u>14.5%</u>	<u>14.5% (NC)</u>
	<u>Employee + Spouse</u>	<u>13.0 NC</u>	<u>14.5</u>	<u>16.0%</u>	<u>17.5%</u>	<u>18.5%</u>
	<u>Employee + Child(ren)</u>	<u>13.0% NC</u>	<u>14.5%</u>	<u>16.0%</u>	<u>17.5%</u>	<u>18.5%</u>
	<u>Employee + Family</u>	<u>13.0% NC</u>	<u>14.5%</u>	<u>16.0%</u>	<u>17.5%</u>	<u>18.5%</u>
<u>Standard Plan²</u>	<u>Employee Only</u>	<u>8.5% NC</u>	<u>8.5% NC</u>	<u>8.5% NC</u>	<u>8.5% NC</u>	<u>8.5% NC</u>
	<u>Employee + Spouse</u>	<u>10.0% NC</u>	<u>10.0% NC</u>	<u>10.0% NC</u>	<u>10.0% NC</u>	<u>10.0% NC</u>
	<u>Employee + Child(ren)</u>	<u>10.0% NC</u>	<u>10.0% NC</u>	<u>10.0% NC</u>	<u>10.0% NC</u>	<u>10.0% NC</u>
	<u>Employee + Family</u>	<u>10.0% NC</u>	<u>10.0% NC</u>	<u>10.0% NC</u>	<u>10.0% NC</u>	<u>10.0% NC</u>

Note: Beginning in the plan year after rates for full-time nurses for any plan reach twenty-three percent (23%) of the total health insurance premium cost for single coverage or twenty-five percent (25%) of the total health insurance premium cost for all other coverages (14.5% individual and 18.5% other coverages for Advantage and 8.5% individual and 10.0% other coverages for Standard Plan), then as to that plan, and for each subsequent plan year, the monthly contribution for full and part-time nurses covered by the plan shall increase by the lesser of the actual increase in the cost of their insurance or ten percent (10%) of the nurse's prior year's cost, whichever is less.

PART-TIME EMPLOYEES

<u>Plan</u>	<u>Tier</u>	<u>7/1/2019</u> <u>NC</u>	<u>7/1/2020</u> <u>(FY 21)</u>	<u>7/1/2021</u> <u>(FY 22)</u>	<u>7/1/2022</u> <u>(FY 23)</u>	<u>7/1/2023</u> <u>(FY 24)</u>
<u>UCHP</u>	<u>Employee Only</u>	<u>39.2% NC</u>	<u>40.0%</u>	<u>40.0% NC</u>	<u>40.0% NC</u>	<u>40.0% NC</u>
	<u>Employee + Spouse</u>	<u>40.0% NC</u>	<u>40.0% NC</u>	<u>40.0% NC</u>	<u>40.0% NC</u>	<u>40.0% NC</u>
	<u>Employee + Child(ren)</u>	<u>40.0% NC</u>	<u>40.0% NC</u>	<u>40.0% NC</u>	<u>40.0% NC</u>	<u>40.0% NC</u>
	<u>Employee + Family</u>	<u>37.0% NC</u>	<u>38.0%</u>	<u>39.0%</u>	<u>40.0%</u>	<u>40.0% NC</u>
<u>BCBS PPO</u>	<u>Employee Only</u>	<u>40.0% NC</u>	<u>40.0% NC</u>	<u>40.0% NC</u>	<u>40.0% NC</u>	<u>40.0% NC</u>
	<u>Employee + Spouse</u>	<u>40.0% NC</u>	<u>40.0% NC</u>	<u>40.0% NC</u>	<u>40.0% NC</u>	<u>40.0% NC</u>
	<u>Employee + Child(ren)</u>	<u>40.0% NC</u>	<u>40.0% NC</u>	<u>40.0% NC</u>	<u>40.0% NC</u>	<u>40.0% NC</u>
	<u>Employee + Family</u>	<u>37.0% NC</u>	<u>38.0%</u>	<u>39.0%</u>	<u>40.0%</u>	<u>40.0% NC</u>
<u>Advantage</u>	<u>Employee Only</u>	<u>24.0% NC</u>	<u>25.5%</u>	<u>27.0%</u>	<u>28.0%</u>	<u>29.0%</u>
	<u>Employee + Spouse</u>	<u>26.0% NC</u>	<u>29.0%</u>	<u>32.0%</u>	<u>35.0%</u>	<u>37.0%</u>
	<u>Employee + Child(ren)</u>	<u>26.0% NC</u>	<u>29.0%</u>	<u>32.0%</u>	<u>35.0%</u>	<u>37.0%</u>

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	<u>Employee + Family</u>	<u>26.0% NC</u>	<u>29.0%</u>	<u>32.0%</u>	<u>35.0%</u>	<u>37.0%</u>
<u>Standard Plan²</u>	<u>Employee Only</u>	<u>17.0% NC</u>	<u>17.0% NC</u>	<u>17.0% NC</u>	<u>17.0% NC</u>	<u>17.0% NC</u>
	<u>Employee + Spouse</u>	<u>20.0% NC</u>	<u>20.0% NC</u>	<u>20.0% NC</u>	<u>20.0% NC</u>	<u>20.0% NC</u>
	<u>Employee + Child(ren)</u>	<u>20.0% NC</u>	<u>20.0% NC</u>	<u>20.0% NC</u>	<u>20.0% NC</u>	<u>20.0% NC</u>
	<u>Employee + Family</u>	<u>20.0% NC</u>	<u>20.0% NC</u>	<u>20.0% NC</u>	<u>20.0% NC</u>	<u>20.0% NC</u>

Note: For part-time nurses, the same rules as noted above for full time employees shall apply when the nurse's portion of full premium reaches forty percent (40%) (29% individual and 37.0% other coverages for Advantage and 17% individual and 20% other coverages for Standard Plan).

UCMC Package offer of September 6, 2019:

- 1. UCMC withdraws proposals regarding a spousal surcharge (struck through below):**
- 2. NNOC/NUU agrees to the premium percentages above and that all proposals regarding Section 10.2 are resolved based on the language here:**
- 3. Both parties agree that nurses who accept UCMC medical benefits through a spouse or other relative will not have waived benefits and will not be eligible to receive an additional lump sum payment or additional wages paid to those who elect not to take UCMC benefits as provided in Section 12.3.**

The Medical Center may beginning in July 2020 also institute and periodically change a spousal surcharge for spouses of a nurse ~~who have subsidized coverage available to them through their own employer~~ but who nonetheless elect to receive subsidized coverage through the Medical Center. ~~The spousal surcharge shall not apply where both the nurse and her spouse work for the Medical Center,~~ but neither employee shall be eligible to receive additional pay for waiving benefits while maintaining UCMC spousal coverage. ~~The spousal surcharge shall not be put into effect prior to July 1, 2020, and will not exceed \$100 per month.~~

Notwithstanding this language:

Effective with the start of the plan year beginning on or about July 1 of 2020, all full time nurses shall pay no more than eight and one half percent (8.5%) of the full cost of the employee only coverage and ten percent (10%) of the full cost of all other coverages provided under the Medical Center's Standard Medical Plan. All part time nurses shall pay no more than seventeen percent (17%) of the full cost of employee only coverage and twenty percent (20%) of the full cost of all other coverages provided under the Medical Center's Standard Plan.

Effective with the start of the plan year beginning on or about July 1 of 2020, all full time nurses shall pay no more than and fifteen and one half percent (15.5%) of the full cost of the

~~employee-only coverage and nineteen one-half percent (19.5%) of the full cost of all other coverages provided under the Advantage Medical Center's Medical Plan. All part-time nurses shall pay thirty percent (30%) of the full cost of employee-only coverage and thirty-eight percent (38%) of the full cost of all other coverages provided under the Medical Center's Advantage Plan. The percentage paid by nurses for any plan tier shall increase by The percentage paid by nurses for any plan tier shall increase by 1.25% 1.5% per year if they are below these caps until the caps are reached. Once reached, the caps shall not be exceeded.~~

~~Effective with the start of the plan year beginning on or about July 1 of 2020, all full-time nurses shall pay no more than twenty threetwenty four percent (2324%) of the full cost of the employee-only coverage and twenty-six percent (26%) of the full cost of all other coverages provided under the Medical Center's PPO Premier and UCHP Plans. All part-time nurses shall pay thirty-eight percent (38%) of the full cost of coverage for all coverages provided under the Medical Center's PPO Premier and UCHP Medical Plans. The percentage paid by nurses for any plan tier shall increase by no more than 1.25% 1.5% per year if they are below these caps until the caps are reached. Once reached, the caps shall not be exceeded.~~

~~Effective with the start of the plan year beginning on or about July 1 of 2015, all full-time nurses shall pay eight and one-half percent (8.5%) of the full cost of the employee-only coverage and ten percent (10%) of the full cost of all other coverages provided under UCMC's new Standard Plan. All part-time nurses shall pay seventeen percent (17%) of the full cost of employee-only coverage and twenty percent (20%) of the full cost of all other coverages provided under UCMC's new Standard Plan.~~

~~Effective with the start of the plan year beginning on or about July 1 of 2015, full-time nurses shall pay sixteen percent (16%) of the full cost of family coverage for all healthcare plans other than the Standard Plan. Part-time nurses shall pay thirty-two percent (32%) of the full cost of family coverage for all healthcare plans other than the Standard Plan. The rates for all other levels of healthcare coverage (employee, plus children, plus spouse) shall increase by one percent (1%) over the rates in effect for the prior plan year, but not more than the caps set forth below.~~

~~Effective with the start of the plan year beginning on or about July 1 of 2016, full and part-time nurses shall have the rates for all healthcare coverages other than the Standard Plan (family, employee, plus children, plus spouse) increased by one percent (1%) over the rates in effect for the prior plan year, but not more than the caps set forth below.~~

~~Effective with the start of the plan year beginning on or about July 1 of 2017, full and part-time nurses shall have the rates for family coverage for all healthcare coverages other than the Standard Plan increased by two percent (2%) over the rates in effect for the prior plan year and the rates for all other plans other than family plans or the Standard Plan shall increase by one percent (1%) over the rates in effect for the prior plan year, but not more than the caps set forth below.~~

~~Effective with the start of the plan year beginning on or about July 1 of 2018, full and part-time nurses shall have the rates for all healthcare coverages other than the Standard Plan (family, employee, plus children, plus spouse) increased by one percent (1%) over the rates in effect for the prior plan year, but not more than the caps set forth below.~~

~~Effective with the start of the plan year beginning on or about July 1 of 2019, full and part-time nurses shall have the rates for all healthcare coverages other than the Standard Plan (family, employee, plus children, plus spouse) increased by one percent (1%) over the rates in effect for the prior plan year, but not more than the caps set forth below.~~two

~~At no time during the life of this Agreement will any bargaining unit nurse pay more than these rates for medical coverage. full time bargaining unit employee pay more than twenty one percent (21%) of the cost of single coverage or more than twenty five percent (25%) of the cost of any other coverage; no part-time employee will pay more for than forty percent (40%) of the cost of their insurance coverage.~~

~~Beginning in the plan year after rates for full-time nurses for any plan reach twenty one percent (21%) of the total health insurance premium cost for single coverage [other than the Standard Plan, which shall be eight and one-half percent (8.5%)] and twenty five percent (25%) of the cost of any other coverage [other than the Standard Plan, which shall be ten percent (10%)], then as to that plan, and for each subsequent plan year, the monthly contribution for full and part-time nurses covered by the plan shall increase by the lesser of the actual increase in the cost of their insurance coverage or ten percent (10%) of the nurse's prior year's cost, whichever is less. For part-time nurses, the same rules shall apply when the nurse's portion of full premium reaches forty percent (40%) or [seventeen percent (17%) for single Standard Coverage and twenty percent (20%) for family coverage].~~

There will be four (4) monthly contribution levels for medical, dental and vision as follows: Employee Only; Employee and Spouse (including a ~~or~~ Same Sex Spouse and/or Civil Union Partner)~~Domestic Partner~~; Employee plus Child(ren); and Family.

The Medical Center contributions toward the medical and dental plan coverage are applicable only for employees who are in active pay status, except as provided in Section 9.3 and Section 11.5 of the Agreement.

Health insurance coverage for new employees will begin the first (1st) month following the first thirty (30) days of employment.

Revised UCMC Proposals of August 23, 2019; REVISED MEDICAL CENTER PROPOSAL OF SEPTEMBER 5, 2019; REVISED UCMC PROPOSAL OF SEPTEMBER 6, 2019.

Modify Article 12 to read as follows, which would apply to both existing represented and newly represented nurses (note for ease of reading, percentages are not entered in redline):

ARTICLE 12 COMPENSATION

Section 12.1(a) Salaries

- A. Effective on the first day of the first full payroll that begins immediately following ratification, all rates in the attached Schedule pay rate charts will be increased by one and ~~three quarters one-half~~ percent (~~1.75%+1.5%~~), for all hours worked.
- B. Effective on the first day of the first full payroll period that begins immediately on or after the first anniversary of ratification (Year 2), all rates in the attached Schedule pay rate charts will be increased by an additional one and ~~three-quarters one-half~~ percent (~~1.75+1.5%~~), for all hours worked.
- C. Effective on the first day of the first full payroll period that begins immediately on or after the second anniversary of ratification (Year 3), all rates in the attached Schedule pay rate charts will be increased by an additional one and ~~three-quarters one-half~~ percent (~~1.75+1.5%~~), for all hours worked.
- D. Effective on the first day of the first payroll that begins immediately on or after the third anniversary of ratification (Year 4), all rates in the attached Schedule pay rate charts will be increased by ~~two one and one-half~~ percent (~~2.0+1.5%~~), for all hours worked.
- E. The wage schedules attached as Schedule A shall be updated to reflect these changes.
- F. Nurses in newly represented positions (other than IHR) not previously covered by this Agreement as of April 1, 2019, shall be eligible to receive the same one and a half percent (1.5%) annual increases to their base hourly wage/salary as set forth above but shall not be covered by the wage charts attached to this Agreement or by the provisions of this Agreement describing differentials, incentives, overtime, and other pay terms except where expressly agreed in writing that expressly refers to this group or portion thereof.

The In-House Registry (IHR) hourly rate of pay for nurses in positions covered by this Agreement as of April 1, 2019, will be forty-six dollars (~~\$46.00~~~~\$42.00~~) ~~nurses~~ effective the first full pay period on or after ratification April 1, 2010.

REVISED UCMC OFFER OF SEPTEMBER 6, 2019: UCMC is open to continuing to discuss wages as further progress is made on other economic proposals.

Modify Article 12.2 as follows, which would apply to existing represented nurses (newly represented nurses would remain ineligible for incentive pay):

Section 12.2 Incentive Compensation

For nurses hired and working continuously in positions covered by the prior NNOC/NU collective bargaining agreement as of the date of the last payroll period that falls immediately prior to ratification of the 2019 Agreement and eligible for incentive pay as of that date, the following incentive pay provisions shall apply.

For the purposes of this section, the rate of pay for the first twenty four (24) straight time hours worked in a payroll week will be referred to as the “normal base rate”.

In any payroll week, a staff nurse works twenty-four (24) straight time hours, the next sixteen (16) straight time hours worked in that payroll will be paid at a rate that equals the nurse’s normal base rate plus an amount equal to an additional twenty percent (20%) above the “normal base rate” in effect as of the last day of the payroll period that falls immediately prior to the ratification of the 2019 Agreement and the additional pay thus calculated will be referred to as “incentive compensation”. The incentive compensation rate will not increase thereafter. ~~Vacation and holiday hours taken and paid will be regarded as hours worked for purposes of qualifying and receiving the “incentive compensation”.~~ All other hours paid but not worked will be paid at the “normal base rate” and will not count toward qualifying or receiving the “incentive compensation”.

~~Additionally, hours worked on a regular holiday will qualify toward receiving the “incentive compensation”.~~

The “incentive compensation” is a calculation based on multiplying 0.20 times the “normal base rate” in effect for that nurse on the payroll period that immediately precedes ratification times the number of hours worked in a workweek beyond twenty four (24).

For example the calculation would be as follows for a 1.0 FTE employee making \$40.00 per hour as of the payroll period immediately prior to ratification: $0.20 \times \$40 \times 16 \text{ hours} = \128.00 “incentive compensation”.

To determine your incentive overtime rate see Section 4.4.

Incentive compensation will apply only to Registered Nurses working in the classification of Staff Nurse, and Operating Room Nurse as of the last day of the payroll period that fell immediately prior to the date of ratification of the 2019 Agreement and were eligible for incentive pay as of that date. Incentive pay will not be paid to nurses hired or transferred into an incentive eligible position after that date for any reason. Nurses presently eligible to receive incentive pay who voluntarily transfer and/or are promoted into a position not covered by

incentive compensation will not be eligible for incentive pay if they later return to a “grandfathered” incentive pay position for any reason.

NO CHANGE

Modify Section 16.2 as follows, which would apply to existing and newly represented nurses:

Section 16.2 Tuition Reimbursement

To encourage the self-development of nurses in ways of value to the Nursing Department, the Medical Center will reimburse a nurse for the tuition fee paid for an approved course of education or training given by an accredited institution, taken for credit and successfully completed by the nurse. Registered Nurses shall be eligible for tuition reimbursement on a basis as follows:

- A. All full-time nurses who have completed their probationary period shall be eligible for one hundred percent (100%) reimbursement of tuition fees paid for the B.S.N. and M.S.N., subject to the conditions set forth in this Section.
- B. All full time nurses who have completed their probationary period shall be eligible for seventy five percent (75%) reimbursement of tuition fees paid for the Ph.D./Doctorate in Nursing (DNP), subject to the conditions set forth in this Section.
- C. All part time nurses who have completed their probationary period shall be eligible for fifty percent (50%) reimbursement of tuition fees paid for the B.S.N., M.S.N. and Ph.D./Doctorate in Nursing (DNP), subject to the conditions of this Section.
- D. The nurse must be matriculated or be an acceptable candidate for matriculation in an NLNAC or CCNE approved program leading to a Baccalaureate or Master's degree in Nursing or to a Doctorate in Nursing or a related area. The nurse will submit:
 1. A statement from an NLNAC or CCNE approved program that s/he has been accepted for matriculation or;
 2. A statement, such as the curriculum design, from an NLNAC or CCNE approved program in which s/he intends to get a degree showing that the course is a prerequisite for nursing and required for completion of the program.

E. When providing this benefit, the Medical Center may designate (and periodically change) a preferred list of educational institutions and/or networks of such institutions offering these degrees to support nurses' educational development. Nurses who elect to attend a school outside of the preferred list designated by the Medical Center after the announcement date may still attend that school but will have the cost of their annual tuition benefit capped at \$4,000 annually. A current nurse at the Medical Center who is presently eligible for tuition reimbursement and enrolled in an institution outside of the network at the time a network school is announced and/or changed will be permitted to continue taking courses at that institution and receive full reimbursement as provided above in full without regard to these dollar limits until the degree for which the nurse is

~~currently enrolled is completed. Nurses may be required to reimburse UCMC for all tuition costs paid by UCMC associated with receiving a degree if they depart UCMC within eighteen (18) months of completing the degree for which a class was reimbursed, and UCMC may adopt a reasonable repayment agreement to be signed before benefits are paid that includes provisions for payroll deduction.~~

August 23, 2019: UCMC withdraws reimbursement obligation contingent upon reaching agreement on preferred provider language.

Remaining Proposals and Expiration

This offer includes all tentative agreements signed by both parties. All other NNOC/NNU economic proposals are rejected.

The Agreement will expire four (4) years from the date of ratification, and Article 21 shall be updated to reflect this date.