

**University of Chicago Medical Center**  
**Non-Economic Proposals and Response to NNOC/NNU**

UCMC reserves the right to supplement and/or correct these proposals at an appropriate time. UCMC notes that NNOC/NNU has not yet presented its proposals as to contractual and other terms that would apply to newly represented nurses, staffing, certain other non-economic issues not fully identified by NNOC/NNU, and economics. UCMC is waiting for the Union's proposals on those subjects before responding further with its remaining proposals.

**Revise Section 6.5 of the CBA re Preparation of the Vacation Schedule to Incorporate Side Agreement Reached between NNOC/NU and UCMC after the Last CBA:**

---

December Bid: There shall be an annual vacation bid.. The Medical Center will post a sufficient number of vacation weeks (~~Monday Sunday~~ through ~~Sundayaturday~~), including the number of nurses per shift that can be off during each week, from March 1 to March 1 in each unit such that at least two (2) weeks of vacation shifts are available for bid for each full time nursing equivalent on the unit.

If a requested full vacation week ends on a weekend a nurse would have been regularly scheduled to work: (a) the nurse will not be required to work on that Saturday and/or Sunday if those shifts would have been part of the nurse's regular schedule; (b) the nurse will be deemed to have taken one of the nurse's weekends off under Article 4.5(B); and (c) the vacation days will be deemed taken on the weekday (Monday through Friday) or weekend shifts (Saturday and/or Sunday) for which the nurse otherwise would have been scheduled to work for scheduling and payroll purposes. A nurse may additionally request to be staffed off the Sunday before the vacation week but that is not guaranteed. Where a Sunday off is not requested or not granted, and the nurse works the Sunday before the start of her vacation week, the nurse will be granted off the first shift after the Sunday of the vacation week that she or he would have worked

If a nurse is scheduled to be off on the weekend before the nurse's Monday through Sunday vacation, the nurse will be on vacation on the Saturday of her or his vacation week request and a nurse may additionally request to be scheduled off on the Sunday that ends the vacation week. Where that Sunday request to be scheduled off is granted, the nurse will be deemed to have taken one of the nurse's weekends off under Article 4.5(B). If not granted, a nurse will be granted one other day of vacation off the following week.

These procedures do not apply to a nurse who does not work weekends, in which case the nurse will be scheduled off Monday through Friday of the vacation week.

By December 31st of each year, any nurse may request up to two (2) weeks of vacation (and alternative weeks ranked by order of preference in case the first choices cannot be granted) in a full week increments that, once approved, cannot be changed without the nurse's consent and is not subject to being bumped by another nurse or cancelled by the Medical Center. Nurses may include a phone contact for use to contact them in the event that listed weeks are exhausted, and upon returning the call, may discuss the weeks that remain available with their manager. Nurses who are called at that number will have 48 hours from the time of the call to their contact number to respond, including speaking with the manager and ~~to respond to~~ selecting a vacation week where other options on their form have been taken. Failure to respond within that period will result to being bumped to the end of the seniority list.

The weeks that include Christmas and New Years' Day are blacked out and not part of the annual vacation bid.

For example, ~~t~~The number of days granted for each week of annual vacation shall correspond to the weekly FTE hours for each nurse:

- 1.0 FTE (40 Hours = One week annual vacation)
- 0.9 FTE (36 Hours = One week annual vacation)
- 0.6 FTE (24 Hours = One week annual vacation)

The Medical Center shall respond to all such vacation requests in writing by the end of the third full week in January (for units with more than 80 nursing FTEs, the Medical Center will respond by the end of the of the second full week in February) by granting those requests that can be granted in seniority and preference order. In bidding and awarding full-week requests, nurses may utilize any combination of vacation, holidays, and approved continuing education time that they would have available at the time the leave is taken, but nurses must retain their leave time to utilize it, and in all cases, the provision of Section 4.5 regarding weekend work shall continue to apply when bidding and taking time off.

Later Bidding: Any available weeks that remain unfilled at the end of the bid shall remain open for the remainder of the year until granted for other time off (which includes vacation, holidays, and approved education time where accrued and available to an employee). The Medical Center will make available to nurses on the unit a list of those dates that remain open after the bids have been awarded. Although these dates will remain open until filled as provided below, the availability of these weeks to nurses for vacation scheduling is not intended to limit the vacation periods that can or will be made available to nurses under this Agreement. The Medical Center shall additionally determine when it can make additional time off available consistent with patient and other needs and as required by the Agreement.

Additional slots remaining or made available after the annual bid shall be filled in accordance with patient needs, Sections 4.5, 6.4 (including the once-annual exercise of seniority), 15.2, and other applicable provisions of this Agreement. Other than the one (1) week of time off bid in January, each employee's time off schedule will be established at least forty-five (45) days in advance by the Medical Center providing the employee has submitted her time off preference to her supervisor not less than sixty (60) days before the beginning date of her requested time off. After an employee's vacation period has been established, no change will be made with less than forty-five (45) days' notice, without her consent. In requesting time off, nurses may utilize any combination of vacation, holidays, and approved continued education time that they would have available at the time the leave is taken, but nurses must retain their leave time to utilize it. Nurses shall be permitted to request time off on or before sixty (60) days (but not as part of the January bid) by start and stop date so long as they have enough time off accrued to cover the time requested off, and in all cases, the provisions of Section 4.5 regarding weekend work shall continue to apply when bidding and taking time off.

In addition, revise Section 4.5(B) to add the following language: "When taking a full week vacation (~~Monday Sunday~~ through ~~Sundayaturday~~) off, a nurse will be deemed to have utilized one of her or his weekends off if the nurse's regularly scheduled weekend falls on the last Saturday and/or Sunday of the vacation."

UCMC Revised Proposals of September 6, 2019  
NNOC/NNU Negotiations  
(Comprehensive Non-Economic Package)

UCMC proposal of April 15, 2019; UCMC Revised Proposal of May 23, 2019; UCMC Revised Proposal of July 17, 2019; Revised UCMC Proposal of July 18, 2019; [Revised Proposal of August 9, 2019](#)

**Revise Section 12.11(G) re Charge Duty to allow PCM's and APCM's to Take Charge When They Would Otherwise Be Stepping in to Care for Patients**

---

G. In those units where the Medical Center decides to use consistent Charge Nurses, management in collaboration with staff nurses shall select, by consensus, consistent Charge Nurses from among qualified nurses who agree to serve in that role, as needed, for a period of six (6) months. The collaboration process shall not prevent the Medical Center from using consistent charge on a unit so long as the Medical Center has collaborated in the selection process in good faith and given due consideration for the input of staff nurses on the unit where no consensus candidates are found. If the number of consistent Charge Nurses does not suffice, the Medical Center shall assign relief charge duty to qualified nurses. In those units that do not use a consistent Charge Nurse, charge duty will be voluntary and equitable among qualified nurses, unless there are insufficient volunteers, in which case it shall be equitably assigned among qualified nurses or assign a manager or supervisor to take charge. The Medical Center may reasonably determine the experience and training nurses on a unit must possess in order to be ready to serve in a charge capacity. All Charge Nurses must also be deemed qualified for Charge Duty. "Qualified" means completion of the charge duty class and orientation to charge duty in a nursing unit in addition to demonstrated charge competencies at the conclusion of orientation, on annual evaluation(s), periodic review, and no pattern of excessive absenteeism. The Medical Center shall not assign Charge Duty to non-bargaining unit nurses until all qualified bargaining unit nurses on the unit have been offered the opportunity, except in cases on nurse call-offs or no-shows. Notwithstanding that language, where a nurse in a supervisory or managerial role otherwise would need to step into a patient care role, that nurse may instead perform Charge Duty so that a nurse who would otherwise be in the charge role can care for patients. The Medical Center will not challenge the bargaining unit status of nurses in the Charge Duty Nurse role through April 15, 2019.

**UCMC proposal of March 28, 2019; May 23, 2019 - UCMC maintains its position**

**Clarify Sections 15.1 and 15.2 to align NPPCC and Acuity Committee Preparation Time Language by modifying the following sentence of Section 15.1:**

---

In addition to time spent in attendance at NPPCC meetings, NNU members of the NPPCC shall receive two (2) hours of paid release time per month to be taken in a two (2) hour block of time per member as well as be on paid release time for two (2) hours every month to meet as the PPC [in months that they attend the NPPCC meeting.](#)

**UCMC proposal of March 28, 2019; [May 23, 2019 - UCMC maintains its position](#)**

**Modify Section 4.7(B) Regarding Low Census to clarify that low census time applies to all shifts.**

---

B. If after making these adjustments, staffing levels still exceed patient care requirements, mandatory time off will be implemented within a unit as follows:

Rotated in order of reverse seniority provided qualification requirements are met.

Mandatory low census time will not affect a nurse's benefit accrual and a nurse on mandatory low census shall have the choice whether or not to use available holiday or vacation accruals or be unpaid.

In order for a nurse to receive mandatory low census the Medical Center will place a call to the nurse at least one and one-half (1 ½) hours before the start of her shift. However, a twelve (12) hour nurse ~~on the day~~ shift can be told while at work that she will receive mandatory low census for up to the last four (4) hours of her shift. It is the nurse's responsibility to provide the Medical Center with her current telephone number.

If a twelve (12) hour nurse receives mandatory low census for an initial portion of a shift, the nurse may choose to take the full shift off. (Nothing in this provision shall prohibit a nurse from electing to work less than a full shift at the Medical Center's request.)

UCMC proposal of March 28, 2019; [May 23, 2019 - UCMC maintains its position](#)

**UCMC TA OF NNU PROPOSAL RE NAME OF THE UNION (Introduction)**

UCMC TA's the Union's proposal to change the designated representative to "National Nurses Organizing Committee/National Nurses United."

UCMC proposal of March 28, 2019; Tentatively Agreed on March 29, 2019



## UCMC COUNTERPROPOSAL TO NNU PROPOSAL RE ARTICLE RECOGNITION

UCMC counterproposes as follows:

### **Section 2.1 Recognition**

The Medical Center recognizes the Union as the exclusive bargaining unit representative of:

(A) ~~a~~All non-supervisory registered nurses in the classifications of Nurse Associate, Staff Nurse, Clinic Nurse I and II (Student Health Services and UCPCG), Flight Nurse and Operating Room Nurse, performing nursing duties in the Nursing Department of the Medical Center, who are regularly scheduled to work at least forty (40) hours per bi-weekly period, and all non-supervisory registered nurses in the Electrophysiology Lab and GI Procedures, performing nursing duties at the Medical Center, who are regularly scheduled to work at least forty (40) hours per bi-weekly period, for the purposes of collective bargaining with respect to salaries, hours of work and other terms and conditions of employment.

(B) All non-supervisory registered nurses (RNs) in the classifications of Special Procedures Nurse, including Special Procedures – Acute Dialysis Nurse, performing nursing duties, who are regularly scheduled to work at least 40 hours per bi-weekly period or who are In-House Registry (IHR), available to the Medical Center for work equivalent to no less than forty (40) hours per six (6) week schedule, employed by the Employer at its Hyde Park main campus, which includes the Center for Care and Discovery, Mitchell Hospital, Goldblatt Pavilion, the Duchossois Center for Advanced Medicine, Wyler, and Comer Children’s Hospital, where some RNs are currently represented by National Nurses Organizing Committee (NNOC), all of which share administrative offices at 5841 South Maryland Ave., Chicago, IL. Excluding RNs working in the Pediatric Sedation unit, RNs working in the Pediatric SPA Hematology/Oncology unit, RNs working in the Pediatric SPA Infusion unit, all other registered nurses not currently represented by the Union, employees of other employers, including the University of Chicago, all other employees, confidential employees, casual employees, office clerical employees, guards, and supervisors, as defined in the National Labor Relations Act.

(C) All non-supervisory registered nurses (RNs) in the classifications of Case Manager, Utilization Review Nurse, Care Coordinator with an RN license, and Senior Care Coordinator with an RN license, performing nursing duties, who are regularly scheduled to work at least 40 hours per bi-weekly period or who are In-House Registry (IHR) available to the Medical Center for work equivalent to no less than forty (40) hours per six (6) week schedule, employed by the Employer at its Hyde Park main campus, which includes the Center for Care and Discovery, Mitchell Hospital, Goldblatt Pavilion, the Duchossois Center for Advanced Medicine, Wyler, and Comer Children’s Hospital, where some RNs are currently represented by National Nurses Organizing Committee (NNOC), all of which share administrative offices at 5841 South Maryland Ave., Chicago, IL. Excluding Patient Logistics RN, Patient Logistics RN Senior, Clinical Documentation Nurse, Clinical Documentation Specialist, and Lead Clinical Documentation Specialist, all other registered nurses not currently represented by the Union,

employees of other employers, including the University of Chicago, all other employees, confidential employees, casual employees, office clerical employees, guards, and supervisors, as defined in the National Labor Relations Act.

(D) All non-supervisory registered nurses (RNs) in the classifications of Clinic Nurse, Clinic Nurse I, Clinic Nurse II, Lactation Consultant, Nurse Associate, Organ Procurement Coordinator requiring an RN license, Physician Resource Nurse, and Transplant Nurse performing nursing duties, who are regularly scheduled to work at least 40 hours per bi-weekly period or who are In-House Registry (IHR) available to the Medical Center for work equivalent to no less than forty (40) hours per six (6) week schedule, employed by the Employer at its Hyde Park main campus, which includes the Center for Care and Discovery, Mitchell Hospital, Goldblatt Pavilion, the Duchossois Center for Advanced Medicine, Wyler, and Comer Children's Hospital, where some RNs are currently represented by National Nurses Organizing Committee (NNOC), all of which share administrative offices at 5841 South Maryland Ave., Chicago, IL. Excluding all other registered nurses not currently represented by the Union or in the other voting groups, employees of other employers, including the University of Chicago, all other employees, confidential employees, casual employees, office clerical employees, guards, and supervisors, as defined in the National Labor Relations Act.

(E) All non-supervisory registered nurses (RNs) performing nursing duties, who are regularly scheduled to work at least 40 hours per bi-weekly period or who are In-House Registry (IHR) available to the Medical Center for work equivalent to no less than forty (40) hours per six (6) week schedule, employed by the Employer at the Center for Advanced Care at Orland Park (Orland Park Clinic)(14290 S. La Grange Rd., Orland Park, IL), the Outpatient Senior Health Center at South Shore (South Shore Clinic)(7101 S. Exchange Ave., Chicago, IL), and the Center for Advanced Care at South Loop (South Loop Clinic)(1101 S. Canal St., Suite 201 and 202, Chicago, IL). Excluding all other registered nurses not currently represented, including any nurses at other Employer locations, employees of other employers, including the University of Chicago, all other employees, confidential employees, casual employees, office clerical employees, guards, and supervisors, as defined in the National Labor Relations Act.

**UCMC proposal of March 28, 2019; TENTATIVELY AGREED April 15, 2019**

**UCMC COUNTERPROPOSAL TO UCMC PROPOSAL RE SECTION 2.2 and 2.3  
INFORMATION REQUEST**

UCMC has not objection to moving language to Section 2.3.

UCMC would like to discuss the remaining portions of NNOC/NNU's proposal further before responding to the remainder of the proposal.

**UCMC proposal of March 28, 2019**

**UCMC Response to Section 2.5, Orientation Procedure for New Employees**

UCMC believes the current collaborative orientation procedures are working well and balance the needs of all parties.

UCMC proposal of March 28, 2019; [May 23, 2019 - UCMC maintains its position](#)

**UCMC Response to Section 2.6 Supervisory Personnel**

UCMC does not believe that additional contract language is needed to address these issues of who is and is not a supervisor, which is well established under applicable law.

UCMC proposal of March 28, 2019; [May 23, 2019 - UCMC maintains its position](#)

**UCMC Response to Section 2.8 Bargaining Unit Nurses**

UCMC does not believe that additional contract language to expand the Unit is necessary or appropriate.

UCMC proposal of March 28, 2019; [May 23, 2019 - UCMC maintains its position](#)

## UCMC COUNTERPROPOSAL RE Section 4.4 Overtime

Add the following language to Section 4.4:

### **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 may utilize on-call time in accordance with Section 4.4 and 12.4 of this Agreement where it reasonably believes that nurses may be needed on a flexible basis beyond the end of their shift to provide for patient needs. This shall not prevent the Medical Center from requiring nurses to stay beyond the end of their shifts to complete a case or patient assignment where needed and consistent with applicable law and this Agreement.

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.

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.

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.

[UCMC reserves the right to respond further to the Union's remaining proposals once it receives the remainder of the Union's proposal for newly represented nurses.]

**UCMC proposal of March 28, 2019; May 23, 2019 - UCMC maintains its position.; June 12, 2019; - UCMC rejects the Union's proposal of June 3, 2019, but notes that its proposal would apply on call to newly represented nurses.**



**UCMC RESPONSE To Section 4.5 Work Schedules**

UCMC does not believe changes to the work scheduling language are necessary or warranted. Proposals to reduce part time nurse's weekend commitment risks increasing the need for other nurses to increase their weekend commitment, which is not in the interest of all nurses.

UCMC has no objection to removing rotator language as to the existing nurses covered by the existing collective bargaining agreement.

UCMC proposal of March 28, 2019; [May 23, 2019 - UCMC maintains its position](#)

**UCMC RESPONSE to Section 12.13, Foreign Licensed Experience**

UCMC believes that the existing language should be retained.

UCMC proposal of March 28, 2019; [May 23, 2019 - UCMC maintains its position](#)

**UCMC RESPONSE to Section 17.2(A)(5), Information to be Supplied**

Add the following language: “Within two (2) weeks of the schedules being posted in accordance with 4.5(A), the Medical Center will provide the Union with copies of bargaining unit nursing schedules for all inpatient and procedural units where API or comparable scheduling software is utilized by the Medical Center to generate and publish schedules.

**UCMC proposal of March 28, 2019; New Proposal of May 23, 2019**

**UCMC RESPONSE to Section 17.9, Compensation for Negotiations**

UCMC believes the current language struck an adequate balance between the interest of the parties and the NNU has adequate dues revenue from nurses to cover its own bargaining costs.

**UCMC proposal of March 28, 2019; May 23, 2019 - UCMC maintains its position and suggests any further discussion be tabled as economics if NNOC/NNU maintains its position.**

**UCMC COUNTERPROPOSAL to Sideletter to Uniform Career Apparel Voucher**

UCMC agrees to change the first paragraph of the sideletter re Career Apparel as follows provided that the agreement is ratified on or before the first effective date:

On or immediately following January 1, 20~~20~~<sup>21</sup>~~16~~, January 1, 20~~21~~<sup>22</sup>~~17~~, January 1, 20~~22~~<sup>23</sup>~~18~~ and January 1, 20~~23~~<sup>24</sup>~~19~~, the Medical Center will provide a one hundred dollar (\$100.00) voucher to all nurses on the payroll as of those four (4) dates who are required to provide their own scrubs for work at the Medical Center. Nurses may use this voucher to purchase Medical Center-branded scrubs and/or lab coats in areas where lab coats are approved for nurses, and/or related items approved to be worn in patient care areas under the provisions of the Medical Center's appearance policy. The vouchers may be used to buy those items from the Medical Center's outside uniform vendor.

**UCMC proposal of March 28, 2019; Tentatively Agreed March 29, 2019**

**UCMC RESPONSE to Union Access Package**

UCMC believes the parties bargained at length and ultimately struck a reasonable bargain in the last negotiation regarding access, and believe that there is no reason to revisit those rules.

**UCMC proposal of March 28, 2019; [May 23, 2019 - UCMC maintains its position](#)**

**UCMC reserves the right to make additional proposals as to the application of the language of the current contract to newly represented proposal once it receives that Union's proposals on this subject. The Union has also indicated that it is still drafting its non-economic proposals. UCMC reserves the right to make additional proposals once it receives these. Economic matters are also reserved by agreement of the parties.**

**UCMC proposal of March 28, 2019**

**UCMC COUNTERPROPOSAL – Temporary Vacancies Side Letter**

UCMC is open in principal to moving the Side Letter into the CBA with the following addition:

The parties agree that it is preferable to utilize bargaining unit nurses to fill available shifts.

When the Medical Center becomes aware that a unit based need will occur thirty (30) or more days in the future, the Medical Center will post or email written notice of such needs for no less than seven (7) days in clinically related areas. If by the end of the above time period, bargaining unit nurses with the required competencies to work on that unit make a commitment to cover all available shifts, including weekends and holidays, that otherwise would be covered by the contract agency (traveler) nurse, the Medical Center will grant the work to bargaining unit nurses before entering into or extending contracts with contract agency (traveler nurses).

Any bargaining unit nurse that commits to shifts under the paragraph above shall be responsible for scheduling themselves for such shift(s) on either the mock self-schedule for the unit that had the need, or through the API system. Nurses who, pursuant to this agreement, elect to take classes that the Medical Center offers in order to obtain competencies in clinically related areas will not be charged for the cost of the class and will do so on their own time.

[This language does not change existing practices of cross-coverage within ambulatory and other units.](#)

**UCMC proposal of March 29, 2019; [May 23, 2019, UCMC maintains its position.](#)**



**UCMC COUNTERPROPOSAL PACKAGE Holidays Worked and Holiday Rotation**

**1. UCMC agrees to add the following language to Section 5.4:**

On Medical Center Holidays, Christmas Eve, and New Years' Eve, when scheduled staffing exceeds patient needs such that the low census procedures of Section 4.7 will be applied, then after overtime has been cancelled, voluntary low census will be offered in seniority order beginning with the most senior nurse working and without regard to the unit's low census rotation. Nurses who accept low-census shall be considered to have taken a turn and the provisions of Section 4.7 shall otherwise apply.

**2. NNOC/NNU Withdraws Its Proposals for Changes to Section 5.8**

**3. NNOC Withdraws its proposal for a new Section 5.10 re guaranteed holidays off for more senior nurses. As noted above, where patients do not have needs for all scheduled nurses to be working, they will receive low census time under Section 5.4. Where patients have needs on these days, we need nurses to meet them.**

**4. NNU withdraws its proposal to change Section 5.8 that would impose more holidays on less senior nurses and/or force patients to go short so that more senior nurses will have all holidays, Christmas Eve, and New Year's Eve off. Both parties reserve their right to make proposals for a compensatory day for all salaried nurses for economics.**

UCMC proposal of March 29, 2019; [May 23, 2019 - UCMC maintains its position](#)

**UCMC RESPONSE TO UNION PROPOSAL RE Safe Patient Handling Committee,  
Section 5.3**

**UCMC will TA the following Union Proposal:**

**Section 15.3 Safe Patient Handling Committee**

The Medical Center will maintain ~~is establishing~~ a multidisciplinary committee to make recommendations with respect to the establishment or modification of the Medical Center policy regarding safe patient handling required by the Illinois Hospital Licensing Act (210 ILCS 85/6.25) and applicable regulations, including future amendments. NNU may select two (2) bargaining unit nurses to participate on this committee. The committee will meet at least quarterly and nurse members shall be paid for attendance at these meetings at their regular pay rate, including applicable shift differential.

**UCMC proposal of March 29, 2019; Tentatively Agreed March 29, 2019**

## **UCMC RESPONSE TO UNION PROPOSAL RE SECTION 7.7 Transfers**

As discussed at the table, this is a proposal over which the parties negotiated extensively in 2014 and 2015. The Union is seeking to reverse the agreements made by NNOC/NU and the committee at that time and ratified by nurses.

The current CBA already provides UCMC nurses “preferential consideration” for transfers as compared to outside candidates when qualifications are “approximately the same.” UCMC does not agree with the Union’s proposal to prefer candidates based on union status when their qualifications are not “approximately the same.” Patients have a right to expect the most qualified nurse, and patient care takes priority.

As to a written notice, in 2015, NNOC agreed to the language in the current Section 7.7, which allows nurses seeking more information about the reasons for a decision to contact the clinical director.

### UCMC Makes the following counterproposal:

The Medical Center shall update and post electronically all vacancies and new positions covered by the Agreement. Each posting will include the posting date. The Medical Center may commence recruiting for such positions five (5) working days after the postings.

Nurses seeking transfer may bid on posted positions. All qualified applicants who apply within ten (10) days of the position first being posted for positions covered by this Agreement must be interviewed. Qualified applicants are those who meet the required qualifications for the position as described on the job postings.

The Medical Center will give preferential consideration to bargaining unit nurses, as compared to outside candidates. Among nurses whose abilities and qualifications are approximately the same, seniority shall determine the choice for transfer to vacancies and new positions covered by this Agreement. To the extent practical, within five (5) days after an offer has been extended, or a decision to consider candidates other than those who bid, all bidders shall be notified as to whether or not they have been accepted. Bidders who desire more information relative to the decision may request information by contacting the Clinical Director who is responsible for the posted position.

Nurses accepted for transfer shall begin work on the new unit within three (3) weeks of acceptance of the transfer. The three (3) week period may be extended by mutual agreement between the transferring nurse and the Clinical Managers of the units from which and to which s/he is transferring.

A nurse who transfers to clinically unrelated areas of practice as described in Section 17.6 of this Agreement shall have a one hundred twenty day (120) day transition period. If deficiencies are identified, the nurse will receive bi-weekly performance feedback and educational support. During the transition period, if the nurse desires to leave the unit

and her prior position has not yet been filled, she may return to it, however if her prior position has been filled, she should meet with Nurse Recruitment in an effort to place her in another position. The Medical Center may determine at any time during the transition period, that a nurse is not meeting the unit requirements. In that case, the nurse may choose to return to their previous position if it is still open. If the previous position has been filled, the nurse may bid on any vacant position. Should the nurse opt not to bid, or not be selected, the Medical Center shall reassign the nurse to another position with consideration given to her FTE status.

A shift change in the same unit and position shall not constitute a transfer. Where there are nurses otherwise eligible and seeking to fill a posted bargaining unit position on their current nursing unit that is identical to their current position but posted for a different shift, the Medical Center shall permit them to fill that position before considering other candidates.

**UCMC proposal of March 29, 2019; New UCMC proposal of May 23, 2019**

**UCMC RESPONSE to NNOC/NNU Proposal Regarding Section 17.10, Discipline**

UCMC does not agree to the changes NNOC/NNU proposes. These issues were all discussed at length, addressed and agreed to by the Union and ratified by nurses in the last negotiation. UCMC does agree that this section (without changes) would apply to newly represented nurses.

UCMC would agree to the following change to the last paragraph of Section 17(A) if the Union withdraws remaining proposals:

When it becomes necessary to suspend a nurse pending investigation, the Medical Center will seek to conclude the investigation as soon as practical. Unless the reason for a suspension is practice related, a nurse will not be kept on suspension pending investigation status for more than fourteen (14) calendar days. If the reason for a suspension pending investigation is practice related and the length of the suspension exceeds fourteen (14) calendar days, the nurse will be paid for his/her regular straight time earnings to the extent that fourteen (14) calendar days are exceeded, in a timely manner in accordance with the Medical Center's established pay periods and paydays. Such payment, however, in no way impacts the Medical Center's right to discharge the nurse and shall not be introduced as evidence in any subsequent arbitration hearing over a discharge decision. If at the end of the investigation a nurse is reinstated to her or his former position without the issuance of a final warning or disciplinary suspension or other agreement, the nurse shall be reimbursed at her or his regular rate, including shift differentials, for missed regular shifts (as measured by the FTE status of the nurse's position) during the period the nurse was suspended. This shall not apply if the nurse resigns during the investigation, would not have been available to work during the period of the suspension for any reason, or otherwise fails to be reinstated to her or his prior position.

**UCMC proposal of March 29, 2019; UCMC Revised Proposal of May 23, 2019**

UCMC Revised Proposals of September 6, 2019  
NNOC/NNU Negotiations  
(Comprehensive Non-Economic Package)

**UCMC Package Counter to NNOC/NNU Partial Package Proposal for Newly Represented Nurses**

UCMC proposes to TA as a package the extension of current Sections 2.2 (Union Membership), Section 2.3 (Union dues), and Article 3 (management rights) to newly represented nurses as a package and without prejudice to making additional proposals.

**UCMC proposal of March 29, 2019**

## **UCMC Counter to NNU Proposal re Scheduling Committees**

### New Section re SCHEDULING COMMITTEES

The Medical Center may delegate duties related to the balancing of the schedule to one or more nurses or nursing committees on a unit-by-unit and shift-by-shift basis. Where utilized for such duties, nurses will be chosen from among qualified nurses who agree to serve in that role. Nurses shall be selected by management in collaboration with staff nurses by consensus. The Medical Center reserves the right to review the recommendations of the nurses/committees handling this role, and to adjust and make final scheduling decisions as necessary to meet its needs.

Scheduling Committee members shall perform their duties at the Medical Center during paid work time when patient needs permit. Where there is insufficient time during a nurse's scheduled work shifts, the nurse may request and management will afford the nurse additional paid work time during or outside of a nurse's regularly scheduled work hours without a patient assignment. Such additional time shall not be considered an extra or overtime shift except as may be required by applicable law.

**UCMC proposal of April 15, 2019; Revised Medical Center proposal of June 12, 2019**



## **UCMC COUNTERPROPOSALS TO NNOC/NU SAFETY & HEALTH PROPOSALS**

**Modify Article 13 as follows and renumber as section:**

---

### **ARTICLE 13 SAFETY & HEALTH**

The Medical Center will continue to make reasonable provision for the safety and health of its employees during their hours of employment. The Union may select two (2) nurses who may serve on the Value Analysis Committee. Such nurses, upon appropriate advance notice, shall be released with pay to attend such meetings to the extent that the meetings are not during lunch time.

It is agreed that the Medical Center shall continue to maintain such safety and sanitary methods as are necessary to protect and preserve the health and welfare of its employees. Adequate first aid protection shall be made available to all employees during all working hours.

Information regarding staffing information and aggressive behavior shall continue to be provided to patients in a manner that complies with applicable Illinois law, whose implementation ~~shall~~ be a subject of discussion and recommendations from NPPCC as provided in that Article.

### **REVISED MEDICAL CENTER PROPOSAL OF AUGUST 6, 2019 AND SEPTEMBER 5, 2019 (redlined)**

**NEW SECTIONS (to be renumbered once agreed; numbers correspond to NU numbers)**

#### **13.1 Infectious Disease Program**

Nurses and the Medical Center have a shared interest in maintaining a safe and healthy environment and implementing steps reasonable and appropriate to the medical environment to prevent and/or minimize the risk of workplace transmission of infectious diseases and occupational illness and injury. To further this goal, nurses and the Medical Center agree to comply with all applicable local, state, and federal health and safety laws and regulations and all reasonable rules adopted by the Medical Center to minimize risks associated with the contraction or spread of infectious diseases at the Medical Center. If the Medical Center adopts a more stringent standard than required by applicable law, that higher standard shall prevail.

Nurses who encounter conditions that they believe do not meet applicable health and safety standards shall immediately provide notice to their charge nurse and manager and otherwise as appropriate and shall not be subject to discipline for any such good faith report.

The Medical Center shall provide and nurses agree to follow and/or utilize appropriate protocols, engineering and administrative controls, and personal protective equipment (PPE) that may be adopted or utilized at the Medical Center to prevent exposure to or the spread of infectious disease based on the type and nature of the disease. The obligation to provide PPE shall not include the obligation to routinely provide footwear, prescription glasses, and other items ordinarily provided by nurses and/or to provide and/or launder scrubs except as may be required in specialized areas and/or situations where such items must be provided and/or laundered by the Medical Center due to the presence of bodily fluids and/or otherwise due to an to prevent or minimize the risk of infection.

### **REVISED MEDICAL CENTER PROPOSAL OF AUGUST 6, 2019**

#### **A. Education and Training**

The Medical Center shall provide and nurses shall timely complete a reasonable program for education and training for all RNs who may be exposed at work to potentially infectious materials. The Medical Center shall provide infectious disease education and training at least annually where appropriate for the nurse's position. Nurses also shall receive appropriate health and safety training when new PPE or other equipment or work practices are introduced that relate to infectious disease control and/or when a previously unrecognized hazard related to the nurse's job duties, such as a new condition related to infectious disease, is identified for which additional training is warranted. Once annually at an agreed NPPCC meeting and thereafter by agreement of the Committee when additions are made, the Medical Center will provide a list of currently planned health and safety education and training programs for the year, which shall ~~may~~ be a subject of discussion and recommendations at NPPCC as provided in that Article.

### **REVISED MEDICAL CENTER PROPOSAL OF AUGUST 6, 2019 and SEPTEMBER 5, 2019 (REDLINED)**

#### **B. Review of Infectious Disease Policies**

The NPPCC/PPC shall have the authority to monitor, discuss and make recommendations regarding infectious disease control, including but not limited to: the type and availability of appropriate PPE made available to nurses; infectious disease control protocols, procedures, plans and/or programs; immunization, treatment and isolation services for prevention and/or workplace exposures; and appropriate communication with and education and training for nurses.

Notes of meetings shall be maintained and recommendations reviewed by the Chief Nursing Officer (and where appropriate, the professionals charged by the Medical Center with infection disease control) in the matter described in Section 15.1 of this Agreement.

[Add additionally to Section 15.1 the following language describing responsibilities “4. Reviewing and making recommendations regarding infectious disease control as provided in Section 13.1(B).”]

### **C. Medical Services and Sick Time**

The Employer shall continue to maintain an appropriate occupational medical services program to assess and offer appropriate treatment to nurses who have been occupationally exposed or contracted an infectious disease through an occupational exposure consistent with applicable medical standards. After employment at the Medical Center, nurses shall be afforded the option to receive required vaccinations through this program at no cost. Services may include as medically appropriate monitoring of nurses for signs of occupational exposure and/or occupationally acquired infection, and nurses shall cooperate with those efforts.

Where it is proven that an infection requiring time off from work was occupationally acquired, such time off shall not be subject to attendance occurrences or other penalty. Sick leave and other paid time and worker’s compensation shall be available as provided elsewhere in this Agreement and/or by applicable law.

## **REVISED MEDICAL CENTER PROPOSAL OF September 5, 2019 (REDLINED)**

### **NEW SECTION 13.2 Workplace Violence Prevention**

Nurses and the Medical Center have a shared interest in preventing workplace violence, including violence at work whatever the source. The Medical Center agrees to provide a safe and healthy work environment for all RNs and further agrees to comply with all applicable local, state, and federal health and safety laws and regulations related to workplace violence, and internal policies, whose implementation ~~shall may~~ be the subject of discussions and recommendations from NPPCC as provided here and in that Article.

#### **A. Workplace Violence**

Workplace violence is the threat or use of physical force at the Medical Center, regardless of whether an injury results, or the brandishing or possession of a firearm or other dangerous weapon except as may be appropriately possessed and utilized by law enforcement and other appropriate security personnel. That parties recognize that violence at the Medical Center is inappropriate regardless of whether it originates from employees, patients, family members, or third parties not affiliated with the Medical Center.

#### **B. Workplace Violence Prevention and Education Plans**

The Medical Center shall develop and maintain appropriate workplace violence prevention plans and policies for all areas of the Medical Center, including inpatient, outpatient, clinics, and associated Medical Center grounds and parking structures.

A Workplace Violence Prevention Committee shall make recommendations to the Medical Center regarding these issues. Nurses in the bargaining unit shall continue to be included on this

committee. At least one nurse from the following areas shall be invited to participate by the Medical Center: adult inpatient non-ICUs, adult inpatient ICUs, pediatric inpatient non-ICU, pediatric ICUs, adult emergency, pediatric emergency, perioperative/procedural, and ambulatory. In addition, the Union will be permitted to have a member of the PPC attend meetings. Time spent in committee meetings will be time worked at normal base pay.

The workplace violence prevention plans and policies and shall be in writing, shall be specific to the hazards and corrective measures for the unit, service, or operation. The plans shall be reasonably available to nurses at all times.

The workplace violence plans shall include, but not be limited to, all of the following:

- The appropriate scope of personnel education and training opportunities for nurses, at least annually, regarding workplace violence.
- Procedures to communicate with nurses regarding workplace violence matters, including:
  - Encouraging nurses to report incidents of work place violence;
  - Educating nurses regarding how to document and communicate across shifts (and units in the case of a transfer), information regarding the potential for workplace violence incidents;
  - How nurses may report workplace violence incidents and concerns.
- Procedures for responding to reported workplace violence or concerns regarding how to prevent workplace violence, including:
  - A process to create criteria to identify and report potentially assaultive patients and [visitors, as well as](#) appropriate standardized methods of response.
  - Effective procedures to obtain timely assistance from Medical Center Security and/or law enforcement agencies;
  - Timely responses as appropriate from nursing leadership, social services, risk management and/or Medical Center Security;
  - Offering appropriate and timely medical care and/or first aid to nurses if there are injuries resulting from a workplace violence incident;
  - Offering appropriate and timely services to victims of workplace violence through the Employee Assistance Plan, internal resources, benefits offerings and/or the worker's compensation system as may be appropriate under the circumstances.
- Appropriate investigation of workplace violence incidents, including developing guidelines for the investigation and other follow up that may be appropriate, including root cause analysis (which may involve reviewing patient risk and other factors contributing to the incident, review of the response and whether it met guidelines and/or was effective, and the immediate response), improvement of workplace prevention, and debriefing of personnel.
- Periodic reassessment of workplace violence procedures, policies and controls and recommendations for improvements.

- Reviewing procedures for compiling and reporting workplace violence statistics and other appropriate information to nurses and others, including the Union, and maintaining records of workplace violence, with appropriate considerations of the privacy and other concerns of those involved in such matters. This shall include at a minimum a quarterly summary report of incidents to the NPPCC.

Nurses are encouraged to report workplace violence incidents and concerns regarding the prevention of workplace violence. Nurses will not be disciplined or otherwise disadvantaged for exercising their rights under this Section, including, but not limited to, reporting workplace violence incidents, communicating workplace violence concerns, and seeking appropriate assistance from Security and/or law enforcement.

The Medical Center shall continue to prohibit the possession of guns and other weapons in the workplace other than by authorized security and/or law enforcement personnel consistent with applicable law.

If a nurse has a reasonable fear of physical harm from a patient, visitor, or other individual, the nurse should notify her or his charge nurse and immediate manager as soon as possible so that the situation can be assessed and an appropriate response developed and promptly implemented. A nurse who reasonably believes her or his physical safety is in danger may request a different patient assignment through her charge nurse and/or manager.

The Medical Center will make available to nurses who have been the victim of workplace violence appropriate services to victims of workplace violence through the Employee Assistance Plan, internal resources, benefits offerings and/or the worker's compensation system as may be appropriate under the circumstances. Impacted nurses may request time off from their manager following an incident of workplace violence, which will not be unreasonably denied or subject to attendance or other discipline.

Upon receipt of verifiable medical certification confirming physical or emotional injury necessitating additional time off beyond the day of a reported and confirmed incident of workplace violence, the Medical Center agrees that nurses upon reasonable advance notice of the need may utilize paid sick leave and other available accrued time before worker's compensation is available beginning after the third day. Such time off shall not be subject to attendance occurrences or other penalty.

**REVISED MEDICAL CENTER PROPOSAL OF SEPTEMBER 5, 2019 (changes match those redlined in NNOC's Proposal of August 22; suggest TA on language subject to each side's right to maintain its position on additional paid sick time)**

**UCMC COUNTERPROPOSALS TO NNOC/NNU PROPOSAL FOR SIDE LETTER  
REGARDING LACTATION CONSULTANT GUIDELINES**

UCMC appreciated hearing from the nurse lactation consultants in the bargaining unit, their passion for the patients they serve, and the thought and time put into the Union's proposal, but does not believe that the proposal regarding expanded lactation consulting services is appropriately resolved through collective bargaining.

UCMC has shared the Union's proposals with nursing leadership for consideration outside of the bargaining process.

**UCMC response of June 12, 2019**

## **SIDE LETTER RE APPLICATION OF THE CBA TO NEWLY REPRESENTED NURSES**

The parties acknowledge that nurses described in Section 2.1(B) through 2.1(E) of the collective bargaining agreement (“newly represented nurses”) were not originally part of the represented bargaining unit or covered by this collective bargaining agreement. The written provisions of the Agreement will cover these nurses only as provided below:

**ARTICLE 1 PURPOSE** – Applies to newly represented nurses

### **ARTICLE 2 RECOGNITION**

- |             |  |
|-------------|--|
| Section 2.1 | Recognition -- Applies to newly represented nurses as modified by tentative agreement <u>BOTH SIDES AGREE</u>  |
| Section 2.2 | Union Membership -- Applies to newly represented nurses subject to Agreement to Article 3, Management Rights <u>BOTH SIDES AGREE</u>   |
| Section 2.3 | Dues Deductions -- Applies subject to Agreement to Article 3, Management Rights <u>UCMC does not agree to UCMC proposals to change to forwarding dues twice monthly and within 7 days.</u>   |
| Section 2.4 | Union Representatives -- Applies subject to Agreement to Article 3, Management Rights  |
| Section 2.5 | Orientation Procedure for New Employees -- Applies subject to Agreement to Article 3, Management Rights <u>BOTH SIDES AGREE.</u>   |
| Section 2.6 | Supervisory Personnel – Applies to newly represented nurses. But nothing in this language will prevent the scheduling of supervisory personnel and the assignment of nursing duties to such personnel where necessary for the effective operation of a clinic and/or outpatient procedural area. <u>UCMC maintains position.</u> |
| Section 2.7 | Interaction/Delegation – Applies to newly represented nurses <u>BOTH SIDES AGREE.</u>  |
| Section 2.8 | Definitions – Applies to newly represented nurses <u>BOTH SIDES AGREE.</u>   |

**ARTICLE 3 -- MANAGEMENT RIGHTS** – Applies to newly represented nurses BOTH SIDES AGREE.

### **ARTICLE 4 -- HOURS OF WORK AND OVERTIME**

- |             |  |
|-------------|--|
| Section 4.1 | <u>Workday and Workweek</u> - Does NOT apply to newly represented nurses. Instead, the following new language shall apply:<br><br>“C. Nurses in positions described by Section 2.2(B-E) of the recognition clause shall not be covered by the forgoing provisions of Section 4.1. Should the Medical Center decide to change a nurse’s scheduled shift in these positions by more than two (2) hours on a permanent basis or to permanently change the days of the week a nurse will be assigned to work |
|-------------|--|



(which may vary by week), it will give notice of the planned changes to all impacted nurses a minimum of two (2) full weeks in advance of the first day upon which a change will be effective. The Medical Center otherwise reserves the right to make such changes under Article 3.

Section 4.2      Meal Period – applies to newly represented nurses

Section 4.3      Rest Break -- applies to newly represented nurses

Section 4.4      Overtime – Add the following paragraph in addition to UCMC proposals to eliminate overtime for non-productive hours not worked, including UCMC’s proposal to modify this section to eliminate daily overtime and overtime for non-productive time:

“The forgoing provisions of this Section apply to newly represented nurses covered by Section 2.2(B-E) of this Agreement, except that the term “Nurse Associate” shall not apply to newly represented nurses. All newly represented nurses paid on a salaried basis shall not receive overtime or other additional pay or compensatory time if the additional time worked at any one time is less than one whole shift (as measured by the length of a nurse’s regular shift length). Where a salaried nurse in a newly represented position works a full additional shift, that nurse will be paid straight time for each additional shift worked (as measured by their regular FTE commitment and salary) provided the nurse has worked the remainder of the nurse’s regular shift for that work week.

Section 4.5      Work Schedules Sections 4.5(A), 4.5(B), and 4.5(H) shall not apply to newly represented nurses covered by Section 2.2(B-E) of this Agreement. The following new section shall be added at the end of Section

Nurses in positions described by Section 2.2(B-E) of the recognition clause shall not be covered by the forgoing provisions of Sections 4.5(A), 4.5(B), and 4.5(H). Should the Medical Center decide to permanently change a nurse’s scheduled work days and/or shift times by more than two (2) hours on a permanent basis, it will give notice of the planned changes to all impacted nurses a minimum of two (2) full weeks in advance of the first day upon which a change will become effective.

Section 4.6      Performance of Other Work -- does not apply to newly represented nurses [UCMC maintains its position.](#)

Section 4.7      Low Census Days -- applies to newly represented nurses with the following additional provision added:



“D. The forgoing provisions apply to newly represented nurses. But nurses primarily associated with a particular physician and/or service lines shall not rotate low census as provided in Section 4.7(B) within their larger departments and/or clinics.

- Section 4.8 In-House Registry – applies to newly represented nurses.  
Section 4.9 Nurse Specialist – ECM – Does not apply to newly represented nurses  
[BOTH SIDES AGREE.](#)  
Section 4.10 Float Team -- applies to newly represented nurses, and float team may be assigned to work performed by newly represented nurses as well as existing nurses.

In addition, the following language would also be added to the end of the second paragraph of Section 4.10 to clarify use and avoid confusion and address Union proposals:

“Float team/supplemental staff may be trained in and assigned to charge nurse duties and may be assigned to provide coverage for vacations, leaves of absence, open positions, and to supplement staffing when determined to be appropriate on high census/activity days.”

**ARTICLE 5 -- HOLIDAYS** – applies to newly represented nurses

- Section 5.1 Holiday Pay [BOTH SIDES AGREE.](#)  
Section 5.2 Holidays Enumerated [BOTH SIDES AGREE.](#)  
Section 5.3 Holiday Time for Varying Shifts and Percentage Appointments [BOTH SIDES AGREE.](#)  
Section 5.4 Holidays Worked  
Section 5.5 Holidays Falling on Employee’s Day Off  
Section 5.6 Eligibility [BOTH SIDES AGREE.](#)  
Section 5.7 Personal Holidays [BOTH SIDES AGREE.](#)  
Section 5.8 Holiday Rotation and Christmas Eve/New Year’s Eve. Applies with to newly represented nurses with the understanding that some new units such as Infusion and Dialysis, are not able to offer Christmas Eve or New Year’s Eve off because of patient care needs. Other units, such as clinics, sometimes work a part day on Christmas Eve and/or New Year’s Eve. The following addition would also be made in addition to the Medical Center’s other proposals:

“For nurses assigned to a unit that is closed on Christmas Eve or New Year’s Eve and working a schedule that otherwise would include those days, a nurse must use available paid time off (vacations and personal holidays) where available or take the day(s) as a low census day on an unpaid basis if they do not have such time available.” [OPEN – Seeking explanation of differences.](#)

Section 5.9      Holiday Pay

**ARTICLE 6 -- VACATIONS**

- Section 6.1      Eligibility – Applies to newly represented nurses BOTH SIDES AGREE.  
Section 6.2      Vacation Schedule – Applies to newly represented nurses BOTH SIDES AGREE.  
Section 6.3      Definitions – Applies to newly represented nurses BOTH SIDES AGREE.  
Section 6.4      Vacation Time– Applies to newly represented nurses BOTH SIDES AGREE.  
Section 6.5      Preparation of Schedule – Applies to newly represented nurses with the following additional paragraph:  
  
                    “Nurses in newly represented areas may be required to find vacation coverage when required by Departmental policy or practice. This does not prevent managers from working with nurses to facilitate such coverage and/or affording nurses coverage using other nurses, pool, and/or agency where available.”  
  
Section 6.6      Holiday Falling During Vacation – Applies to newly represented nurses BOTH SIDES AGREE.  
Section 6.7      Vacation Pay – Applies to newly represented nurses BOTH SIDES AGREE.  
Section 6.8      Resignation of Employee – Applies to newly represented nurses BOTH SIDES AGREE.  
Section 6.9      Discharge of Employee – Applies to newly represented nurses BOTH SIDES AGREE.  
Section 6.10     Illness Before Vacation/Emergency Hospitalization – Applies to newly represented nurses BOTH SIDES AGREE.

**ARTICLE 7 -- SENIORITY**

- Section 7.1      Probationary Period – Applies to newly represented nurses BOTH SIDES AGREE.  
Section 7.2      Seniority Defined – ~~Applies to newly represented nurses, WAITING FOR PROPOSAL FROM NNOC/NNU OPEN~~  
Section 7.3      Displacement – Applies to newly represented nurses, but the term Nurse Associate in this Section shall not refer to newly represented nurses and the following change will be made to Section 7.3(B)(2):  
  
                    During the two (2) week period preceding the effective date of the reduction, affected nurses will begin selecting from among available vacancies. For UCAN positions a nurse must meet all posted job qualifications (other than requirements that a nurse have a BS in nursing)

to apply for the position. and for EP, GI and PACU positions, a nurse may be required to have at least two (2) years of ICU experience, if required by the posting. For IV therapy positions, a nurse will be required to obtain an ONS Chemotherapy certification within ~~three two~~ (32) months and have at least two (2) years of chemotherapy and/or oncology experience. For Apheresis, a nurse will be required to have at least two (2) years of apheresis and/or acute dialysis experience or have three (3) years of acute care experience as a registered nurse. For Acute Dialysis positions, a nurse will be required to have at least two (2) years of dialysis experience (including both HD and PD). For Cath Lab positions, a nurse will be required to have at least two (2) years of ICU ~~or and~~ cardiac care unit experience. For CERT positions, a nurse will be required to have at least two (2) years of GI experience and one (1) year of ICU experience. For Interventional Radiology a nurse will be required to have at least two (2) years of ICU experience. For pre and post-operative recovery positions, a nurse will be required to have two (2) years of ICU experience. For care coordinators and case managers, a nurse will be required to have three (3) years of registered nursing experience ~~and a BSN~~. For Utilization Review, a nurse may be required to have three (3) years of acute care nursing experience ~~and a BSN, knowledge of governmental and accrediting agency requirements, and knowledge of managed care, HMO's and PPO's~~. As to all other vacancies, nurses may apply without regard to whether they meet the posted qualification as of the time of displacement. Nurses who accept a transfer must be qualified to perform the position within a reasonable period of time after receiving training of a type provided to other newly hired nurses. Selections will be made in order of seniority. A representative of the Medical Center and a representative of the Union will review available vacancies with each affected nurse and thereafter, each nurse will be allowed twenty-four (24) hours to notify the Medical Center of his/her selection. If a nurse prefers, she may have a representative of the Union present in person or by telephone when she communicates her selection to the Medical Center. The displaced nurse(s) will be provided an opportunity to meet with the Nurse Manager prior to making a selection. BOTH SIDES AGREE.

Section 7.4

Layoff -- Applies to newly represented nurses, but the term Nurse Associate in this Section shall not refer to newly represented nurses and the following change will be made to Section 7.4(B)(2) and (B)(3):

2. During the two (2) week period preceding the effective date of the reduction, affected nurses will begin selecting from among available vacancies. For UCAN positions a nurse must meet all posted job qualifications (other than requirements that the nurse have a BS in nursing) to apply for the position and for EP, GI, and PACU positions, a nurse may be required to have at least two (2)

years of ICU experience, if required by the posting. For IV therapy positions, a nurse will be required to obtain an ONS Chemotherapy certification within ~~threetwo~~ (32) months and have at least two (2) years of chemotherapy and/or oncology experience. For Apheresis, a nurse will be required to have at least two (2) years of apheresis and/or acute dialysis or three (3) years of acute care experience as a registered nurse. For Acute Dialysis positions, a nurse will be required to have at least two (2) years of dialysis experience (including both HD and PD). For Cath Lab positions, a nurse will be required to have at least two (2) years of ICU and cardiac care unit experience. For CERT positions, a nurse will be required to have at least two (2) years of GI experience and one (1) year of ICU experience. For Interventional Radiology a nurse will be required to have at least two (2) years of ICU or cardiac care unit experience. For pre and post-operative recovery positions, a nurse will be required to have two (2) years of ICU experience. For care coordinators and case managers, a nurse will be required to have three (3) years of registered nursing experience and a BSN. For Utilization Review, a nurse may be required to have three (3) years of acute care nursing experience, ~~a BSN, knowledge of governmental and accrediting agency requirements, and knowledge of managed care, HMO's and PPO's.~~

As to all other vacancies, nurses may apply without regard to whether they meet the posted qualifications as of the time of the layoff. Nurses who accept a transfer must be qualified to perform the position within a reasonable period of time after receiving training of a type provided to other newly hired nurses. Selections will be made in order of seniority. A representative of the Medical Center and a representative of the Union will review available vacancies with each affected nurse and thereafter, each nurse will be allowed twenty-four (24) hours to notify the Medical Center of his/her selection. If a nurse prefers, she may have a representative of the Union present in person or by telephone when she communicates her selection to the Medical Center.

3. When there are no longer available vacancies, the remaining nurse(s), in seniority order, will have the option of choosing layoff or selecting from among an equal number of positions held by the least senior nurse(s) in the bargaining unit. For UCAN positions a nurse must meet all posted job qualifications (other than requirements that the nurse have a BS in nursing) to apply for the position and for EP, GI, and PACU positions, a nurse may be required to have at least two (2) years of ICU experience, if required by the posting. For IV therapy positions, a nurse will be required to obtain an ONS Chemotherapy certification within ~~threetwo~~ (32) months and have at least two (2) years of chemotherapy and/or oncology experience. For Apheresis, a nurse will be required to have at least two (2) years of apheresis and/or acute dialysis experience or three (3) years of acute care experience as a registered nurse. For Acute Dialysis positions, a nurse will be required to have at least two (2) years of dialysis experience (including both HD and PD). For Cath Lab positions, a nurse will be required to have at least two (2) years of ICU ~~and~~ or cardiac care unit experience. For CERT positions, a nurse will be required to have at least two (2) years of GI experience and one (1) year of

ICU experience. For Interventional Radiology a nurse will be required to have at least two (2) years of ICU experience. For pre and post-operative recovery positions, a nurse will be required to have two (2) years of ICU experience. For care coordinators and case managers, a nurse will be required to have three (3) years of registered nurse experience and a BSN. For Utilization Review, a nurse may be required to have three (3) years of acute care nursing experience, ~~a BSN, knowledge of governmental and accrediting agency requirements, and knowledge of managed care, HMO's and PPO's.~~ As to all other unit positions, nurses may take a position if it is occupied by the least senior nurse(s) without regard to whether they meet the posted qualifications as of the time of the layoff. Nurses who accept a transfer must be qualified to perform the position within a reasonable period of time after receiving training of a type provided to other newly hired nurses. Selections will be made by seniority. Thereafter, any nurse so affected shall displace the least senior nurse or will be laid off. The least senior nurse(s) who are displaced in this manner shall be afforded fourteen (14) days' notice in advance of layoff. Nurses in the Medical Center cannot displace Primary Care Group (PCG) nurses, and PCG nurses cannot displace Medical Center nurses. BOTH SIDES AGREE.

**Revised Medical Center Proposal of August 9, 2019 and August 22, 2019.**

Section 7.5	Recall -- Applies to newly represented nurses <u>BOTH SIDES AGREE.</u>
Section 7.6	Promotion – Applies to newly represented nurses <u>BOTH SIDES AGREE.</u>
Section 7.7	Transfer – Applies to newly represented nurses <u>BOTH SIDES AGREE.</u>
Section 7.8	Advancement – Applies to newly represented nurses <u>BOTH SIDES AGREE.</u>
Section 7.9	Termination of Seniority – Applies to newly represented nurses <u>BOTH SIDES AGREE.</u>
Section 7.10	Ties in Seniority – Applies to newly represented nurses <u>BOTH SIDES AGREE.</u>
Section 7.11	Employee Termination – Applies to newly represented nurses <u>BOTH SIDES AGREE.</u>

**ARTICLE 8 -- GRIEVANCE AND ARBITRATION** – All apply to newly represented nurses provided there is agreement on Article 3 Management Rights and Article 19, No Strike, No Lockout. BOTH SIDES AGREE.

Section 8.1	Definition of Procedure
Section 8.2	Time Limits
Section 8.3	Pay During Grievance and Arbitrations
Section 8.4	Availability of Documents

**ARTICLE 9 -- SICK LEAVE** – All language and practices for current bargaining unit nurses re sick leave would apply to newly represented nurses OPEN.

- Section 9.1 Eligibility
- Section 9.2 Accrual Rate
- Section 9.3 Absences Due to Industrial Illness or Injury
- Section 9.4 Sick Leave Pay
- Section 9.5 Medical Examination

**ARTICLE 10 -- BENEFITS** – Applies to newly represented nurses

- Section 10.1 Disability Benefits
- Section 10.2 Benefit
- Section 10.3 Existing Practices and Benefits [BOTH SIDES AGREE.](#)
- Section 10.4 Extension of Hospital Benefits [BOTH SIDES AGREE.](#)

**ARTICLE 11 -- OTHER ABSENCES** – Applies to newly represented nurses [BOTH SIDES AGREE.](#)

- Section 11.1 Jury Duty
- Section 11.2 Death in Family
- Section 11.3 Voting Privileges
- Section 11.4 Election Related Activities
- Section 11.5 Leaves of Absence
- Section 11.6 Military Reserve Training Leave
- Section 11.7 School Visitation
- Section 11.8 NNU Representative Training
- Section 11.9 Union Leave

**ARTICLE 12 -- COMPENSATION** – See UCMC ECONOMIC OFFER, does not apply to newly represented nurses except as noted in UCMC’s Economic Offer or below: [OPEN](#)

- Section 12.1 Salaries
- Section 12.2 Incentive Compensation
- Section 12.3 Additional Salary Schedules (note, 12.3(C) does not apply to newly represented nurses)
- Section 12.4 On-Call – Note: UCMC anticipates assigning call to newly represented nurses, including to cover late stays.
- Section 12.5 Shift Premiums
- Section 12.6 Overtime Pay
- Section 12.7 Nurse Weekend Bonus Pay Plan
- Section 12.8 Step Progression Salary Increase
- Section 12.9 M.S.N. Degree
- Section 12.10 Rates of Pay
- Section 12.11 Charge Duty – Non-Economic terms apply to newly represented nurses
- Section 12.12 Temporary Clinical Support Nurse
- Section 12.13 Credit for Experience
- Section 12.14 Certification Bonus – applies to newly represented nurses



**ARTICLE 13 -- SAFETY & HEALTH** – Applies to newly represented nurses [Partial TA](#)

**ARTICLE 14 -- NURSING COMMITTEES** – Applies to newly represented nurses [OPEN](#)

- Section 14.1 Standards
- Section 14.2 Process for Addressing Staffing Concerns
- Section 14.3 Patient Care Support Nurses

**ARTICLE 15 -- NURSING COMMITTEES** – Applies to newly represented nurses, who may be appointed to the PCC/NPPCC/Acuity Committee [BOTH SIDES AGREE.](#)

- Section 15.1 Nurse Practice/Patient Care Committee/and Professional Practice Committee
- Section 15.2 Acuity

**ARTICLE 16 -- PROFESSIONAL DEVELOPMENT**– Applies to newly represented nurses

- Section 16.1 Conference and Workshop Leave/Continuing Education and Certification Examination Reimbursement [BOTH SIDES AGREE.](#)
- Section 16.2 Tuition Reimbursement
- Section 16.3 Nursing Rounds [BOTH SIDES AGREE.](#)
- Section 16.4 Performance Evaluation [BOTH SIDES AGREE.](#)
- Section 16.5 Conference [BOTH SIDES AGREE.](#)
- Section 16.6 Education
- Section 16.7 Competency Testing
- Section 16.8 Skills Check Lists [BOTH SIDES AGREE.](#)

**ARTICLE 17 -- MISCELLANEOUS**

- Section 17.1 Posting of Notices – Applies to newly represented nurses [BOTH SIDES AGREE.](#)
- Section 17.2 Information to be Supplied – Applies to newly represented nurses [BOTH SIDES AGREE; parties agree to UCMC’s proposal re providing API and comparable scheduling data.](#)
- Section 17.3 Non-Discrimination – Applies to newly represented nurses [BOTH SIDES AGREE.](#)
- Section 17.4 Non—Nursing Duties (Not Applicable to Employees in the Flight Nurse Classification) -- Does NOT apply to newly represented units. [BOTH SIDES AGREE.](#)
- Section 17.5 Floating to Another Unit – Applies to newly represented nurses (Note, UCMC does not see any reason to form a special committee to address expansion of floating, which already provides for notice and discussion) [BOTH SIDES AGREE.](#)
- Section 17.6 Responsibility – Applies to newly represented nurses [BOTH SIDES AGREE.](#)

- Section 17.7 Meeting Facilities – Applies to newly represented nurses, but nothing in this obligation will obligate the Medical Center to provide space for meetings that are not on the main campus.
- Section 17.8 Termination of Employment – Applies to newly represented nurses OPEN
- Section 17.9 Compensation for Negotiations – Applies to newly represented nurses beginning with the next round of negotiations BOTH SIDES AGREE [CONFIRM].
- Section 17.10 Discipline – Applies to newly represented nurses, other than the obligation to pay nurses after the fourteenth day of a suspension, which does not apply to newly represented nurses.
- Section 17.11 Parking – Applies to newly represented nurses.
- Section 17.12 Preceptor Duty – Does not apply to newly represented nurses. UCMC is open to extending this language to all newly represented if the Union agrees that preceptor duty may be assigned by UCMC to nurses in newly and existing represented areas where there are an insufficient number of fully qualified volunteers.
- Section 17.134 NNU Document Storage – Applies to newly represented nurses, but nothing will obligate the Medical Center to provide space to the Union other than on the main campus. BOTH SIDES AGREE.
- Section 17.145 Paycheck Shortages – Applies to newly represented nurses BOTH SIDES AGREE.

**UCMC WAITING FOR RESPONSE ON APPLICATION OF REMAINING PROVISIONS BELOW THAT ARE PART OF THIS SIDE LETTER TO NEWLY REPRESENTED NURSES.**

**ARTICLE 18 -- SAVINGS AND SEPARABILITY** – Applies to newly represented nurses

**ARTICLE 19 -- NO STRIKE – NO LOCKOUT** – Applies to newly represented nurses

Section 19.1 No Strike – Applies to newly represented nurses

Section 19.2 No Lockout – Applies to newly represented nurses

**ARTICLE 20 -- WAIVER AND ENTIRE AGREEMENT**

**ARTICLE 21 -- DURATION** – Applies to newly represented nurses

**SCHEDULE A -- PAY RATES** – Schedules do NOT apply to newly represented nurses. See UCMC economic offer for all economic terms.

**SCHEDULE B – HEALTH PLAN RATES** -- Applies as modified by any new agreed changes.

**APPENDIX A -- FLEXIBLE SCHEDULING ARRANGEMENTS** – Does NOT apply to newly represented nurses.



**APPENDIX B – WEEKEND PROGRAM** – Does NOT apply to newly represented nurses

**SIDE LETTERS**

**SIDE LETTER -- STAFF CONSOLIDATION OF UNITS**– Applies to newly represented nurses (note, right to make changes is duplicative of management rights).

**SIDE LETTER -- IMPLEMENTATION OF PILOT PROGRAMS** – Applies to newly represented nurses

**SIDE LETTER -- TEMPORARY VACANCIES** – Does NOT apply to newly represented nurses

**SIDE LETTER -- MODIFICATION OF UNITS** – Applies to newly represented procedural areas only and not to outpatient clinics.

**SIDE LETTER -- EP/GI PROCEDURES WAGES** – Does NOT apply to newly represented nurses.

**SIDE LETTER -- MONTHLY AND BI-WEEKLY PAYROLLS** -- Does NOT apply to newly represented nurses (already paid bi-weekly).

**SIDE LETTER -- SAFE PATIENT HANDLING COMMITTEE** – removed as part of TA of Section 15.3.

**SIDE LETTER -- UNIFORM CAREER APPAREL VOUCHER** – Applies to newly represented nurses as modified by March 29, 2019 Tentative Agreement

**SIDE LETTER -- MEAL BREAK CLOCKING** -- Applies to newly represented nurses who are paid on an hourly basis.

**SIDE LETTER -- OPERATING ROOM TEAM LEADS** – Applies to newly represented nurses in procedural areas.

**NEW SIDE LETTER** – Work from home arrangements.

The parties acknowledge that in some cases, work from home arrangements for nurses who do not provide direct patient care may where mutually agreed provide a preferable work arrangement for both parties.

Nothing in this Agreement shall prevent such arrangements from being continued or offered to nurses where both the Medical Center and the nurse involved both agree that the arrangement are and remain acceptable.

UCMC Revised Proposals of September 6, 2019  
NNOC/NNU Negotiations  
(Comprehensive Non-Economic Package)

The Medical Center may make and periodically enforce reasonable rules, including the inspection of the site and/or privately-owned equipment used for work purposes with reasonable notice to ensure that patient privacy and other reasonable concerns of the Medical Center are appropriately addressed by the home working arrangements.

Nothing in this side letter will obligate the Medical Center to offer or continue a work from home arrangement.

New UCMC Offer of July 9, 2019; [UPDATED September 6, 2019](#)

## UCMC RESPONSE TO NNOC/NNU STAFFING PROPOSALS

### SECTIONS 4.2, 4.7, 14.4, 15.3, AND 17.5

UCMC does not agree to adopt NNOC/NNU's inflexible ratios and rejects the proposals regarding Section 4.2, 4.7, 14.4, 15.3, and 17.5 linked to that proposal.

### SECTION 4.10 FLOAT TEAM

**Modify the existing language as set forth below in redline:**

The Medical Center will maintain a float/supplemental staffing team (hereafter referred to as "team"), consisting of full-time and part-time bargaining unit registered nurses, experienced and cross-trained to work in multiple clinically related areas or across clinically unrelated areas in which the nurse has demonstrated competence.

The purpose of this team will be to provide supplemental staffing for unanticipated staffing needs that arise on a shift by shift basis. Utilization of team nurses will not result in the posting of fewer non-team unit-based job FTEs. As long as the Medical Center is hiring staff nurses, non-team unit-based job postings will reflect each unit's anticipated staffing needs. Float team/supplemental staff may be trained in and assigned to charge nurse duties and may be assigned to provide coverage for vacations, leaves of absence, open positions, and to supplement staffing when determined to be appropriate on high census/activity days.

Each team nurse shall be provided an orientation tailored to his or her needs in his or her chosen areas of competency. A competency assessment of each team nurse will be completed annually. The team will be scheduled and assigned through the Staffing Resource Office in accordance with the team nurses' requests, the Medical Center's needs, and the team nurses' competencies. Employees assigned to the team will receive an hourly premium of one dollar (\$1.00) for all hour's worked on the team. At no time will use of team nurses result in mandatory time off for regular, non-team bargaining unit nurses in that care center provided that the qualification requirements are met. If staffing levels exceed patient care requirements in a unit, non-team bargaining unit nurses in that unit and care center will be offered voluntary low census before team nurses.

Overtime will be offered first to the non-team bargaining unit nurses on the unit where the need exists, before being offered to team nurses.

**SECTION 12.11 CHARGE NURSES**

Add the following new paragraph 12.11(I)

Upon the creation of a new permanent inpatient or procedural unit that will utilize charge, the Medical Center will seek to create temporary charge nurse positions to be assigned charge duties on the unit until a new permanent staff for that unit has been transferred/hired and regular charge nurses from that unit assigned or selected as provided in this Agreement. These temporary charge nurses may be assigned to the new unit from among qualified members of the supplemental float pool and/or chosen from among qualified volunteers from other units. These methods to fill charge ordinarily will be considered before floating. Such temporary assignments will not be considered a transfer. A volunteer from another unit will return to her or his prior unit and shift upon completion of the temporary assignment (absent a displacement and/or layoff that would impact the nurse as provided in this Agreement). The Medical Center will avoid an adverse impact on the weekly FTE commitment to a temporary charge nurse during the transition and will not change a previously scheduled annual vacation absent mutual agreement.

The Medical Center may use these same procedures to staff charge duty for on a temporary unit in addition to floating.

**COUNTER TO SECTION 14.1 STANDARDS**

Add a new second paragraph to Section 14.1:

The parties further recognize that nurses are licensed professionals who have responsibilities, including responsibility to their patients, as defined under the laws and regulations that apply to them. RNs will not be expected to ignore their legal and professional obligations, but where there is a disagreement as to the application of a standard, nurses are expected to continue to provide care while the issue is discussed and resolved.

**COUNTER TO SECTION 14.3 PATIENT CARE SUPPORT NURSES – DEFER DISCUSSION**

**SECTION 17.5 COUNTER FLOATING TO ANOTHER UNIT**

[NOTE: Proposal is in addition to proposal that Section 17.5 would cover newly represented nurses] Add the following language as the third sentence of Section 17.5:

UCMC Revised Proposals of September 6, 2019  
NNOC/NNU Negotiations  
(Comprehensive Non-Economic Package)

When nurses are floated, patient assignments and/or other duties shall take into consideration the acuity of the home and receiving unit and a nurse's competency, knowledge, skills, and abilities.

**UCMC RESPONSE TO NNOC/NNU PROPOSALS RE SECTIONS 17.8 AND 17.11,  
TERMINATION OF EMPLOYMENT**

UCMC rejects NNU's proposal providing for nurse notice of resignation. Notice of resignation helps mitigate the adverse impact of resignations on staffing, which is best for patients, the Medical Center, and staff (including nurses who continue to provide care for patients).

UCMC Response of July 17, 2019

**UCMC RESPONSE TO NNOC/NNU PROPOSAL RE SECTION 17.12 RE PRECEPTOR DUTY**

The Medical Center rejects the proposal. The Medical Center does not see work nurses perform and responsibility they take when nursing students and externs are on their units to be the same as the work performed and the responsibility taken when precepting a newly hired nurse, who must be trained by the nurse to perform all aspects of the job. Externs

UCMC previously provided its opening economic offer/response.

UCMC Response of July 17, 2019

**UCMC RESPONSE TO NNOC/NNU PROPOSAL RE ARTICLE 15.1 NPPCC AND PPC**

UCMC believes the current size and even balance of the committees between management nurses and non-management nurses remains appropriate. A committee of fourteen is large enough to have broad representation from across the Medical Center.

UCMC Response of July 17, 2019



**UCMC RESPONSE TO NNOC/NNU PROPOSAL RE SIDE LETTER RE OR TEAM  
LEADS**

UCMC rejects this proposal to require that nurses in these lead roles not be permitted to take patient assignment and notes that NNOC/NNU took the opposite position during the last negotiation.

UCMC Response of July 17, 2019

## UCMC PROPOSAL RE PATIENT CARE SUPPORT NURSES

Modify Section 14.3 as follows:

### Section 14.3 Patient Care Support Nurses

The Medical Center shall maintain twenty-four (24) full-time equivalent thirty-six (36) hours each, an addition of eight (8) FTEs over the positions that already exist under the parties' prior Agreement. [OPEN] Nurses in this position will be assigned schedules (including weekdays and weekends) in the same manner as other nurses and as elsewhere provided in this Agreement.

#### A. General Summary of Role

PCSNs will not take patient assignment as part of regular unit staffing absent an emergency. PCSNs will otherwise assist with patients and may be assigned to perform all duties appropriate for a nurse (including but not limited to taking patient assignment other than as part of regularly scheduled unit staffing, such as during codes/RRT events, during meals and breaks and with patients awaiting a bed/transfer to the unit within the nurse's clinical specialty).

B. The parties agree PCSNs will be primarily assigned to assist with patients within their designated clinical specialties as identified in the chart in section 14.3.D, but where appropriate may also assist with tasks within their clinical competencies that emerge on other units on a temporary basis.

C. If the Medical Center believes that a permanent change in the clinical specialties to which positions are currently assigned is necessary or appropriate, they will be made within the clinically related units as described in Section 17.6 and shifts designated above. If the Medical Center believes that a permanent change in the physical units to which positions are currently assigned is necessary or appropriate, the Medical Center will give notice to the Union. The parties will then meet over the next thirty (30) days to discuss the change. If unable to reach an agreement, the Medical Center can proceed after that period, but the change shall be subject to the grievance procedure.

D. Within sixty (60) days of ratification, all new positions will be posted.

New Side Letter: Nurses who ~~currently~~ occupy PCSN weekday-only positions as of the date of ratification of the 2019 CBA will not be transitioned out of their current schedules to schedules that include working Saturdays and Sundays before 24 weeks (four full six-week scheduling periods) after the 2019 CBA is ratified and will ~~positions will~~ maintain their positions and clinical specialties. Thereafter, nurses in these positions may be scheduled to work Saturdays and Sundays on the same basis as nurses on the units they support and as provided in the CBA.

UCMC Revised Proposals of September 6, 2019  
 NNOC/NNU Negotiations  
 (Comprehensive Non-Economic Package)

**PCSN Chart: 1. ICU; 2. Med-Surg; 3. Pediatrics (Comer) 4. Mother Baby/L&D**

**[UPDATE CHART; MAP OVER]**

DAY POSITIONS	NIGHT POSITIONS	UNITS
2	1	8E, 8W
2		9E, 9W
2		10W, 10E, 5NE
2		5NW, 5SW, 5SE
2		4SW, 4NW, 4NE, 4SE (if open)
5	3	D2, D5 (Mitchell), D6 8S, 8N, 9N (CCD 8+9) 10N, 10S (CCD 10)
1		3SE (Gen Med and Obs Overflow), 3SW
2		Comer 5 and 6, PICU Proposed
2		Mother Baby, L&D Proposed
<b>20</b>	<b>4</b>	<b>TOTAL =24</b>

**REVISED UCMC PROPOSAL OF SEPTEMBER 6, 2019**