

University of Chicago Medical Center

Non-Economic Proposals and Response to NNOC/NNU

**New and modified proposals from
November 11, 2019 in yellow
Signed TA's in grey**

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.

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(Comprehensive Package; incorporates UCMC's last economic pass)

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 counter_proposes as follows:

Section 2.1 Recognition

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

(A) aAll 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

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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 [UNION INDICATED AGREEMENT TO THIS
PROPOSAL ON SEPTEMBER 30, 2019]**

UCMC ~~agrees to moving move information to be provided to~~ ~~has not objection to moving language to~~ Section 2.3 ~~and strike the following language from Section 2.2:~~ “The Medical Center will provide to the Union quarterly on or about January 1st, April 1st, July 1st, and October 1st, a seniority list in a spreadsheet format with the following fields in order: Employee number, last name, first name, unit, hire date, seniority date, classification/position, wage grid, step, benefit schedule, FTE percentage, shift, home address, and a field that designates whether employees have completed a dues authorization card.”;

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

UCMC proposes that Section 2.3 read as follows:

The Medical Center agrees to deduct monthly the Union membership dues from the earnings of any nurse who has executed an authorization form approved by the Medical Center. Such deductions shall be made in accordance with the terms of said authorization form. Withheld amounts will be forwarded to the Union office by the twentieth (20th) of the calendar month following the actual withholding, ~~together with a spreadsheet format report with the following fields: Last name, first name, middle name, social security number, full employee ID number, base hourly rate, total paid hours, dues amount deducted.~~

No later than two (2) weeks following the date of each payroll, UCMC will provide the union with one or more spreadsheets containing the following information: employee ID number, last four digits of the social security number, last name, first name, middle name, hire date, seniority date, classification/position, wage grid, step, benefit schedule, FTE percentage, shift, home address, telephone number, a field that denotes that a dues authorization card has been received by the Medical Center, base hourly rate, total paid hours, dues rate, payroll date, and dues deducted in the payroll date of report.

It is understood and agreed that the Union will indemnify and save the Medical Center harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Medical Center in connection with the deduction of dues as herein provided.

UCMC proposal of March 28, 2019; revised proposal of September 30, 2019; TENTATIVE AGREEMENT November 11, 2019

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. [See New Proposals]~~

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

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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.

OR Team Leads shall not be responsible for taking and are strongly discouraged from taking phone calls to answer work inquiries outside of their scheduled working hours absent a bona fide emergency. Where an OR Team Lead takes a call outside of scheduled work hours, the Lead shall promptly report the call, including the person who made it, and provide documentation regarding its length. The OR Team Lead shall be compensated for the time where required under the FLSA and at the rates provided in this Agreement.

New UCMC Offer of November 7, 2019 **TENTATIVE AGREEMENT November 11, 2019**

~~[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; and is the current OR procedure.~~

~~See also, UCMC Note of September 16, 2019 noting that newly represented areas would be subject to Section 4.5 and could be scheduled in the same manner as OR Nurses;~~

~~See also, UCMC Offer of September 16 re Section 15.2, Acuity Committee Review of On Call Time~~

~~UCMC REVISED OFFER OF October 1, 2019; see also side letter language proposals re newly represented salaried 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; September 30, 2019 UCMC maintains its position; see also side letter language

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. Nurses who are released from work at 3:00 am shall on request continue to be provided an in-person escort to their vehicles in regular UCMC parking areas.

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; September 30, 2019 (strike additional word "shift" inadvertently not struck). NOTE: UCMC confirmed Union that it is existing practice to offer car escort on request in the evening; see also additional side letter re newly represented nurses, Section 4.7(D) (Both sides agree on 4.7(D)).~~ New UCMC proposal of November 11, 2019 (Propose TA).

RESPONSE TO NNOC PROPOSALS RE SECTION 4.8

UCMC agrees to NNOC/NNU's proposal to add the language "if working eight (8) or ten (10) hour shifts or thirty-six (36) hours if working twelve (12) hour shifts" provided agreement is reached on a new rate for IHR nurses.

Reconfirming offers made prior to September 30, 2019; See also new offer re rate of November 11, 2019

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 if trained. Float team/supplemental staff and may be assigned to provide coverage for daily call offs, temporary units (surge units), vacations, leaves of absence, unfilled posted open positions, and to supplement staffing when determined to be appropriate on high census/activity days. They may also be assigned by the Medical Center to provide coverage for nurses covered by Sections 2.2(B-E) of the recognition clause.~~

[NEW SIDE LETTER Not for inclusion in the CBA: Within six months of the ratification of the 2019 CBA, the parties agree that the Medical Center will provide the Union with its initial plans for using of float team nurses in newly represented areas set forth in Section 2.2(B)-E). These initial plans shall be accompanied by the disclosures and subject to the same discussions that would otherwise be required under the Modification of Units side letter.]

~~Float team/supplemental staff may be trained in and assigned to charge nurse duties if trained. The Medical Center agrees that it will agree to allow a minimum of 250% of nurses on the float team with more than one year's experience on the team in the areas to which they might be assigned to take charge to complete UCMC's class(es) for training in charge nurse duties provided that there are sufficient volunteers so as to assist in creating a pool of nurses who can take charge. In addition, over a six month period following ratification of the 2019 Agreement, an additional 18% of Float nurses in the pool as of that date shall be offered the opportunity to take the charge class if they volunteer and meet the forgoing requirements. This will not obligate UCMC to assign them as charge, and UCMC's The selection and assignment of nurses who take charge from among trained volunteers in the pool shall not be subject to the provisions of Section 12.11(G).~~

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

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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 hours 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.

~~New UCMC Proposal of September 16, 2019; Revised UCMC proposal of October 1, 2019;~~
~~New UCMC proposal of November 7, 2019;~~ **New UCMC Proposal of November 11, 2019.**

**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 COUNTERPROPOSAL PACKAGE Holidays Worked and Holiday Rotation
Tentatively Agreed, November 11, 2019**

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. UCMC agrees to the following modification to Section 5.8:

Each unit will post a preference list for the following days: Christmas, New Year's Day, Christmas Eve and New Year's Eve. Every nurse will receive either Christmas or New Year's Day off based on the Nurse's preference indicated on the preference list unless a nurse requests to work both holidays. If honoring the nurse's preference for Christmas Eve, Christmas, New Year's Eve or New Year's Day off results in inadequate staffing on either day, the nurse's preference will be honored in order of seniority, considering the preferences of all nurses on the unit, provided qualification requirements are first met. Qualification requirements will be met by the least senior nurse who meets the needed qualification. No nurse will be scheduled to work counter to her preference for Christmas and New Year's more than two (2) years in a row. Every reasonable effort will be made to honor each nurse's preference for Christmas Eve and New Year's Eve.

In considering holiday work schedules, every effort will be made to ensure that no nurse works more than two (2) other Medical Center holidays.

For nurses assigned to a unit that is closed on Christmas Eve of New Year's Eve, and working a schedule that would otherwise include those days, a nurse must use available paid time off (vacation or personal holiday) or may take the shift(s) as a low census shift on an unpaid basis if they do not have such time available.

~~New Package Proposal of September 30, 2019; New Package Proposal of November 7, 2019;~~ **Tentatively Agreed, November 11, 2019**

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 Tentatively agreed November 11, 2019:

Modify as follows without prejudice to either side's position as to the relationship of this section to Section 4.5(B):

January Bid: There shall be an annual vacation bid ~~in January~~. ~~By January 15,~~ ~~the~~ Medical Center will post a sufficient number of vacation weeks (Monday to Sunday) 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. ~~By December 31~~ ~~By January 31st of each year,~~ any nurse may request up to two (2) ~~one (1)~~ weeks of vacation (and alternative weeks ranked by order of preference in case the first choice cannot be granted) in a full calendar week (Monday to Sunday) increment 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. The Medical Center shall respond to all such vacation requests in writing by February 15th 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. The weeks that include Christmas and New Years' Day are blacked out and not part of the annual vacation bid.

~~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; Revised proposal of September 16, 2019; Revised Medical Center Proposal of October 1, 2019; Revised Medical Center Proposal of November 7, 2019; Tentatively agreed November 11, 2019~~

RESPONSE TO NNOC/NNU PROPOSAL RE SECTION 7.7, TRANSFER

Modify the third paragraph as follows:

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 (as determined by factors such as performance evaluations/MAX conversations, recommendations, relevant educational preparation, certifications, competencies, disciplinary history, relevant work experience), 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.

~~UCMC Response of October 1, 2019;~~ New UCMC Proposal of November 11, 2019

RESPONSE TO NNOC/NNU PROPOSALS RE SECTION 12.4 ON CALL

~~UCMC is still waiting for NNOC/NNU's proposals to revise this section made September 18, 2019. UCMC rejects NNOC/NNU verbal and other demands to abolish call.~~

~~UCMC Statement of September 30, 2019~~

~~UCMC rejects NNOC/NNU's October 1, 2019 proposal that it agree to interest arbitration to determine whether and under what policies on call would be utilized. This is a non-mandatory subject of bargaining, and UCMC asks the Union to withdraw it.~~

~~Add the following language to Section 12.4(A)~~

~~On units where the Medical Center utilizes call, a written call policy will be maintained for the unit. Such policies, including changes to those policies, will be subject to review and comment by the Acuity Committee as provided in Section 15.4.~~

~~Remaining proposals are rejected.~~

UCMC Response of October 1, 2019. (See also page 28 re completion of cases)

UCMC RESPONSE TO UNION REQUEST RE SECTION 12.6 OVERTIME PAY

UCMC agrees to NNOC/NNU proposed change to change the words "Nurse Associate" to "salaried (exempt)."

UCMC Proposal of September 16, 2019 (relocated in September 30, 2019 offer) [BOTH SIDES AGREE]; confirm meaning of NNOC/NNU language is the same as UCMC

UCMC RESPONSE TO 12.7 – Nurse Weekend Bonus Pay Plan.

See UCMC Economics proposal re comp time. UCMC rejects the remainder of the proposal, which the Union has indicated is not intended to be substantive.

UCMC Response of October 1, 2019

**UCMC RESPONSE TO UNION PROPOSAL RE 12.9 MSN DEGREE Tentatively Agreed
November 11, 2019**

UCMC agrees to add “DNP, APRN, or PhD” to the list of degrees eligible to receive the pay set forth in the MSN pay scale where that scale applies and in accordance with existing practice.

UCMC offer of September 16, 2019 (previously communicated verbally; put in writing on September 30, 2019) [October 1, 2019; BOTH SIDES AGREE]

**UCMC RESPONSE TO NNOC/NNU PROPOSED "TA" RETAINING EXISTING
LANGUAGE OF SECTION 12.10**

October 1, 2019: UCMC does not understand the union's proposal to TA this language, which UCMC has noted would not apply to newly represented employees. See Newly Represented Sideletter. UCMC does not object to changing the second half of the section to read "salaried/exempt" instead of "Nurse Associate." It does not agree that the first half of the section applies to newly represented (or to EP/GI).

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, 15.4 and 17.5 linked to that proposal.

MODIFIED UCMC STAFFING PROPOSAL RE CHARGE NURSES AND PATIENT CARE SUPPORT NURSES

SECTION 12.11 CHARGE DUTY

- A. Charge duty means the assignment of specific responsibilities for the coordination of patient care activities of a specific nursing unit on a single shift. In addition, the charge nurse refers administrative problems such as staffing needs, employee sick calls, and disciplinary problems to the appropriate supervisor. A Registered Nurse continues to assume responsibility for her own practice.
- B. A staff nurse assigned to "charge duty" for a work shift shall be compensated at a rate of two dollars and twenty five cents (**\$2.25**) per hour in addition to the regular straight time pay. This Section shall not apply to employees in the Nurse Associate classification.
- C. The Medical Center agrees that on the following units, Charge Nurses will not be required to take patient assignments consistent with existing practices absent an emergency within the meaning of Section 4.5 (A): Labor and Delivery, DCAM OR and PACU, NICU, Comer OR and PACU, CCD OR and PACU, GI Procedures, ~~Mitchell Adult~~ and Comer Emergency Rooms.
- D. Adult Medical Surgery Unit Charge:
 - 1. By the end of three full scheduling period (18 weeks) following ratification of the 2019 CBA, UCMC agrees that Charge Nurses on the three 40-bed adult medical surgery units in CCD (10W, 10E, and 4C) will not be required to take patient assignments absent an emergency within the meaning of Section 4.5(A).
 - 2. By the end of three full scheduling period (18 weeks) following ratification of the 2019 CBA, UCMC agrees that day shift Charge Nurses on the six 28 and 30 bed adult medical surgery units in CCD (8E, 8W, 9E, 9W, 3W, and 4W) will not be required to

take more than three (3) patient assignments absent an emergency within the meaning of Section 4.5(A).

3. By the start of the first full scheduling period that falls on or after the one year anniversary of that date, UCMC agrees that both day and night shift Charge Nurses on the six 28 and 30 bed adult medical surgery units in CCD (8E, 8W, 9E, 9W, 3W, and 4W) will not be required to take more than three (3) patient assignments absent an emergency within the meaning of Section 4.5(A).

~~C~~.E. ICU Charge:

1. On intensive care units ("ICU") covered by this Agreement with twelve (12) or more beds Charge Nurses on the units will not be required to accept more than one (1) assigned patient absent an emergency within the meaning of Section 4.5 (A). The patient shall be selected by the Charge Nurse. ~~Current units D5 and D6 will be considered to be separate units for purposes of this section.~~

2. By the end of three full scheduling period (18 weeks) following ratification of the 2019 CBA, UCMC agrees that day shift Charge Nurses on two of the Medical Center's six adult CCD ICU units will not be required to take patient assignments absent an emergency within the meaning of Section 4.5(A).

3. By the start of the first full scheduling period that falls on or after the one year anniversary of the transition of these two units, UCMC agrees that day shift Charge Nurses on four of the Medical Center's six adult CCD ICU units will not be required to take patient assignments absent an emergency within the meaning of Section 4.5(A).

4. By the start of the first full scheduling period that falls on or after the two year anniversary of the transition of the first two units, UCMC agrees that day shift Charge Nurses on all six of the Medical Center's six adult CCD ICU units will not be required to take patient assignments absent an emergency within the meaning of Section 4.5(A).

~~D~~.F. While parties have not agreed to restrictions on patient assignments for other Charge Nurses, UCMC has represented it has no present intention as of the date of the tentative agreement concerning the 2015 Agreement to increase patient assignments for Charge Nurses on other units or to change the manner in which Charge Nurse patient assignments are currently handled on the 10W and 10E units, prior to their transition to unassigned charge as noted above.

~~E~~.G. None of the limitations on staffing for charge described in this Agreement are intended to prevent Charge Nurses from assisting with meal or rest break relief or assisting another nurse with that nurse's patient assignment.

~~F.H.~~ 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. 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. The Medical Center will not challenge the bargaining unit status of nurses in the Charge Duty Nurse role through April 15, 2019.

~~G.I.~~ Charge Duty orientation includes, but is not limited to, assignment to Charge Duty with an experienced Charge Duty Nurse for three (3) shifts [a fourth (4th) shift if the orientee nurse requests such] in a fourteen (14) day period. A nurse cannot be required to accept Charge Duty until after six (6) months of service.

Modify Section 14.3 as follows:

Section 14.3 Patient Care Support Nurses and New IV Team

NEW VERBAL PROPOSAL November 11, 2019

No later than the start of the first schedule that falls at least six (6) months following ratification of the 2019 CBA, the Medical Center will establish an IV team with a sufficient number of nurses staffed to routinely staff the Medical Center with two nurses on all shifts (9.2 FTEs). Members of this team shall be in the classification of Staff OR nurse.

The Medical Center and the Union agree to create the IV team and to reassign PCSN FTE's for this purpose and to further reduce charge nurse patient assignment in a manner proportional to the reduction of PCSN FTEs.

A. On or before the first full scheduling period that falls six (6) months following ratification, the IV team shall be formed and 9.2 FTEs of PCSN positions eliminated (which is equivalent to 9 and 2/3 0.9 FTE, thirty-six (36) hour positions).

B. The first full scheduling period that falls twelve (12) months following ratification, seven additional PCSN positions shall be eliminated. These FTEs shall be redeployed to further reduce the charge assignment on the units of the type they support. The Medical Center will notify the Union in advance of the charge nurse patient assignment reductions to be made, and the parties will meet on request in advance of that date to discuss the transition.

C. The first full scheduling period that falls eighteen (18) months following ratification, all remaining PCSN positions shall be eliminated. These FTEs shall be redeployed to further reduce the charge assignment on the units of the type they support. The Medical Center will notify the Union in advance of the charge nurse patient assignment reductions to be made, and the parties will meet on request in advance of that date to discuss the transition.

D. Should PCSNs voluntarily transfer from their position before these dates, the Medical Center will redeploy their FTEs to support these same purposes. The Medical Center will notify the Union in advance of the charge nurse patient assignment reductions to be made, and the parties will meet on request in advance of that date to discuss the transition.

PCSNs will be given preferential consideration for vacancies for which they qualify, including the IV team and will not be laid off.

Before these redeployments, tThe 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.

UCMC Revised Proposals of November 11, 2019
 NNOC/NNU Negotiations
 (Comprehensive Package; incorporates UCMC's last economic pass)

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.

~~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.~~

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

[UPDATE CHART; MAP OVER BY SPECIALTY AND REDEPLOY TWO DAY ICU PCSN'S FROM DAYS TO NIGHTS]

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
20	4	TOTAL =24

REVISED UCMC PROPOSAL OF SEPTEMBER 6, 2019;

REVISED UCMC PACKAGE PROPOSALS OF SEPTEMBER 18, 2019; REVISED UCMC PROPOSAL OF November 7, 2019

UCMC Revised Proposals of November 11, 2019
NNOC/NNU Negotiations
(Comprehensive Package; incorporates UCMC's last economic pass)

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. Where no qualified nurses are willing to perform charge, a ~~or assign a manager or supervisor may 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, as a last resort, 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. A supervisory/ managerial nurse who steps into a charge role in these circumstances shall remain on the unit to assist and perform charge. Where a Nurse scheduled to take charge assists in patient care in these circumstances, the nurse will continue to receive charge pay. 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; Modified proposal of September 16, 2018; New Proposal of November 7, 2019; New UCMC proposal of November 11, 2019.

SECTION 12.11(I) CHARGE NURSES Tentatively agreed November 11, 2019

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.

~~UCMC RESPONSE OF October 1, 2019: Both sides agree to this language subject to agreement on other issues~~ Tentatively agreed on November 11, 2019.

New CBA Subsection F. to Article 12.4 and/or Sideletter re Completion of Cases, Late Stays, and On-Call in Procedural Areas

The Medical Center and the Union acknowledge that balancing patient needs and nursing schedules in newly represented procedural and diagnostic areas added to this Agreement in 2019 present unique challenges as they relate to late stays and on call. The parties agree to the following guidelines for doing so:

1. Nurses in procedural and diagnostic areas will only be required to work mandatory overtime and mandatory call as permitted by this agreement and where permitted by Illinois law, including the Illinois Hospital Licensing Act, 210 ILCS 85/10.9.
2. Nurses assigned to procedural and diagnostic areas may be required to complete patient procedures that were begun before the scheduled end of a nurse's scheduled work time.
3. The Medical Center may also maintain a voluntary late list of nurses. Nurses may volunteer to be added to the list at the beginning of each scheduling period. Volunteers shall be placed on the late list in an equitable manner consistent with Section 4.4. The Medical Center may utilize volunteers from the late list to reduce late stays caused by the need to complete procedures, to avoid or minimize the use of call, and to schedule non-emergent cases.
4. The Medical Center may utilize on-call in these areas only to cover additional emergent patient needs as permitted by the Illinois Hospital Licensing Act, which shall be scheduled in a manner consistent with Section 12.4, including the use of volunteers for call. Where call is to be added to an area not presently taking call, UCMC will provide impacted nurses and the Union notice four (4) weeks before call shifts would be scheduled. Upon request, UCMC will meet and discuss the effects of the addition of call during that four week period.
5. If the Union believes that sufficient additional patient care needs exist to add regular, full-time shifts to the schedule in lieu of the use of mandatory call, the Union may make a proposal to do so, which may be the subject of discussion at NPPCC and a recommendation to the Chief Nursing Officer.

New UCMC Proposal of November 7, 2019

**UCMC COUNTERPROPOSALS TO NNOC/NU SAFETY & HEALTH PROPOSALS
TENTATIVELY AGREED, NOVEMBER 11, 2019**

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~~ may 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.

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- 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) Tentatively agreed (together with language below re addition time off and attendance)

UCMC PACKAGE OFFER [Tentatively Agreed, November 11, 2019]:

- a. UCMC agrees to offer up to three (3) days of paid sick leave to nurses who have no accrued sick leave who are victims of workplace violence on the following terms to be incorporated as Section 13.3(C):

Upon receipt of verifiable medical certification confirming physical or emotional injury necessitating additional time off beyond the day of a promptly reported and confirmed incident of workplace violence in which the nurse was physically assaulted (struck, punched, *etc.*) and/or was threatened with deadly force with a weapon (gun, knife, *etc.*), the Medical Center agrees that nurses upon reasonable advance notice of the need will be paid for up to three days off with pay if the nurse does not have remaining sick leave available before worker's compensation is available beginning after the third day. Such time off shall not be subject to attendance occurrences or other penalty. These days shall be paid in the same manner as accrued sick leave is paid under the other provisions of this Agreement.

- b. NNOC/NU agrees to UCMC's previously proposed attendance agreement, modified to provide four days of sick leave without occurrences for full time nurses scheduled for 10 hour shifts and five days of sick leave for full time nurses working eight hour schedules. The days exempted from occurrences are the first sick leave days taken during each calendar year. (Note, full time nurses working 12 hour shifts receive three days of sick leave without occurrences under the prior policy.)

~~UCMC Proposal of September 16, 2019, with clarification as to placement of September 30, 2019;~~ Tentatively agreed November 11, 2019

COUNTER TO SECTION 14.1 STANDARDS TENTATIVELY AGREED NOVEMBER 11, 2019

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.

~~UCMC Note of October 1, 2019: Both sides appear agree to UCMC's proposed language subject to reaching agreement on other issues.~~

UCMC PROPOSAL RE SECTION 15.2: ON CALL:

Add the following new paragraph as the next to last paragraph of Section 15.2:

The Acuity Committee shall review and make recommendations as provided in this section regarding on-call policies in areas where such time is used at the Medical Center or is to be added or otherwise changed.

| UCMC Offer of September 16, 2019; October 1, 2019 UCMC still waiting on response.

**UCMC RESPONSE TO NNOC PROPOSAL RE SECTION 15.4 Arbitration of
Staffing:**

UCMC does not agree to delegate nursing decisions regarding staffing to arbitrators.

UCMC Response of September 16, 2019 (September 30, 2019 Note: UCMC has expressed an openness to a more narrow proposal focused on Charge nurse assignment)

ADDITIONAL UCMC RESPONSE TO NNOC/NNU NEW PROPOSALS OF SEPTEMBER
30, 2019:

UCMC rejects NNOC proposals to incorporate staffing policies into the CBA and provide for arbitration of those disputes.

UCMC also believes that the request to arbitrate staffing disputes more generally and empower an arbitrator to impose solutions to staffing or operational disputes over which the parties cannot reach agreement is a request for interest arbitration and a non-mandatory subject. UCMC asks the Union to withdraw it.

UCMC also rejects the proposal on the merits for the reasons that have been stated.

UCMC Additional Response of October 1, 2019.

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; TA'd July 17, 2019

**RESPONSE TO UNION PROPOSALS RE SECTION 17.5 FLOATING TO ANOTHER
UNIT**

Floating to Another Unit: Maintain existing CBA language. (But UCMC agrees that any proposal for allow floating between the PACU and prep and recovery units would be subject to bargaining as provided under current CBA language.)

[UCMC Response of September 16, 2019; September 30, 2019 UCMC continues to reject NNOC/NNU Proposals for further changes.](#)

UCMC RESPONSE TO UNION ACCESS PACKAGE AND PROPOSALS as modified September 16 (Section 17.7)

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; September 16, 2019 UCMC maintains its position

UCMC RESPONSE to NNOC/NNU Proposal Regarding Section 17.10, Discipline – NNU withdrew proposals; moot.

UCMC RESPONSE TO SECTION 17.11 Parking

Maintain current contract language.

UCMC Response of September 16, 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 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~~16, January 1, 20~~21~~17, January 1, 20~~22~~18 and January 1, 20~~23~~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 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; September 30, 2019: UCMC also rejects modified NNOC proposals re providing OR Team Leads 2 days off per week. As explained at the table, OR Team Lead work needs to be performed throughout the week. This staffing model would not prevent them to perform their work well or efficiently and would undermine patient care.

UCMC Response of October 1, 2019: UCMC rejects proposals to artificially restrict the time of day during which an OR Team lead performs lead duties.

SIDE LETTER RE APPLICATION OF THE CBA TO NEWLY REPRESENTED NURSES [NOTE: ALL ADDITIONAL LANGUAGE WILL ALSO BE ADDED TO APPLICABLE CBA SECTION]

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 NNOC proposals to change to forwarding dues twice monthly and within 7 days of payroll.</u> |
| Section 2.4 | Union Representatives -- Applies <u>but parties have not reached agreement as to Section 2.4subject to Agreement to Article 3, Management Rights OPEN; UCMC maintains its position BOTH SIDES AGREE</u> |
| Section 2.5 | Orientation Procedure for New Employees -- <u>Applies subject to Agreement to Article 3, Management Rights 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. BOTH SIDES AGREE October 1, 2019</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 Workday and Workweek - Does NOT apply to newly represented nurses. Instead, the following new language shall apply:

- “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)~~ **six (6)** 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. OPEN; New UCMC proposal of November 7, 2019

Section 4.2 Meal Period – applies to newly represented nurses BOTH SIDES AGREE.

Section 4.3 Rest Break -- applies to newly represented nurses BOTH SIDES AGREE.

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. OPEN

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 other than those in the procedural areas. The following new section shall be added at the end of Section

Nurses in positions other than 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)~~ **six (6)** full weeks in advance of the first day upon which a change will become effective. OPEN — New UCMC proposal of September 16, 2019; New UCMC Proposal of November 7, 2019

UCMC Revised Proposals of November 11, 2019
NNOC/NU Negotiations
(Comprehensive Package; incorporates UCMC's last economic pass)

Section 4.6 Performance of Other Work -- does not apply to newly represented nurses October 1, 2019 PARTIES AGREE UCMC maintains its position. This is a UCAN specific.

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. UCMC solicited a counterproposal on August 23, 2019. October 1, 2019 BOTH SIDES AGREE”

Section 4.8 In-House Registry – applies to newly represented nurses. BOTH SIDES AGREE.

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. OCTOBER 1, 2019 BOTH SIDES AGREE

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.” OPEN OCTOBER 1, 2019 (Please clarify if agreed)

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; language is not identical as the Union indicated.

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:

"Beginning fifteen (15) full months from the date of ratification of the 2019 Agreement, UCMC will arrange for vacation coverage for nurses in newly represented areas. With notice as provided in this Agreement, UCMC may temporarily modify the work schedules of other nurses in order to assist with vacation coverage. Until that time, Nnurses 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." OPEN; New UCMC proposal of November 7, 2019

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 ~~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 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 re 7.4.

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>

UCMC Revised Proposals of November 11, 2019
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(Comprehensive Package; incorporates UCMC's last economic pass)

- Section 7.10 Ties in Seniority – Applies to newly represented nurses **BOTH SIDES AGREE.**
- Section 7.11 Employee Termination – Applies to newly represented nurses **BOTH SIDES AGREE.**

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 **BOTH SIDES AGREE.**

- 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 BOTH SIDES AGREE.

- 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 OPEN (but both sides agree it applies)

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Section 16.7 Competency Testing OPEN (but both sides agree it applies)
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. OPEN.

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) OPEN.

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. OPEN – UCMC maintains its position.

Section 17.8 Termination of Employment – Applies to newly represented nurses OPEN – NNOC owes response on its last proposal

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. OPEN. New UCMC proposal of November 7, 2019

Section 17.11 Parking – Applies to newly represented nurses. OPEN

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. OPEN

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.

ARTICLE 18 -- SAVINGS AND SEPARABILITY – Applies to newly represented nurses
BOTH SIDES AGREE.

ARTICLE 19 -- NO STRIKE – NO LOCKOUT – Applies to newly represented nurses
BOTH SIDES AGREE.

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 **BOTH SIDES AGREE.**

ARTICLE 21 -- DURATION – Applies to newly represented nurses **OPEN (but applies to newly represented)**

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

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

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

APPENDIX B – WEEKEND PROGRAM – Does NOT apply to newly represented nurses
BOTH SIDES AGREE.

SIDE LETTERS

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

SIDE LETTER -- IMPLEMENTATION OF PILOT PROGRAMS – Applies to newly represented nurses **BOTH SIDES AGREE.**

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

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

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

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

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

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. **BOTH SIDES AGREE.**

SIDE LETTER -- OPERATING ROOM TEAM LEADS – Applies to newly represented nurses in procedural areas. **OPEN proposal (but both sides agree applies to newly represented)**

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.

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 PROPOSAL AND AREAS OF AGREEMENT OF SEPTEMBER 6, 2019**