



# UMC Human Resources and Executive Compensation Committee - Special Meeting

Tuesday, September 24, 2024 - 9:00 a.m.

UMC Trauma Building - Providence Conference Room - 5th Floor

Las Vegas, NV 89102

## AGENDA

**University Medical Center of Southern Nevada**  
UMC GOVERNING BOARD  
HUMAN RESOURCES AND EXECUTIVE COMPENSATION COMMITTEE  
Special Meeting  
September 24, 2024 9:00 a.m.  
800 Hope Place, Las Vegas, Nevada  
UMC Trauma Building, ProVidence Suite (5<sup>th</sup> Floor)

Notice is hereby given that a meeting of the UMC Governing Board Human Resources and Executive Compensation Committee has been called and will be held at the time and location indicated above, to consider the following matters:

**This meeting has been properly noticed and posted online at University Medical Center of Southern Nevada's website <http://www.umcsn.com> and at Nevada Public Notice at <https://notice.nv.gov/>, and at University Medical Center 1800 W. Charleston Blvd. Las Vegas, NV (Principal Office)**

- The main agenda is available on University Medical Center of Southern Nevada's website <http://www.umcsn.com>. For copies of agenda items and supporting back-up materials, please contact Stephanie Ceccarelli, Board Secretary, at (702) 765-7949. The Human Resources and Executive Compensation Committee may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Human Resources and Executive Compensation Committee may remove an item from the agenda or delay discussion relating to an item at any time.
- Consent Agenda - All matters in this sub-category are considered by the Human Resources and Executive Compensation Committee to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the Committee may take other actions such as hold, table, amend, etc.
- Consent Agenda items are routine and can be taken in one motion unless a Committee member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.
- Items taken separately from the Consent Agenda by Committee members at the meeting will be heard in order.

### SECTION 1. OPENING CEREMONIES

#### CALL TO ORDER

1. Public Comment

PUBLIC COMMENT. This is a period devoted to comments by the general public about items on **this** agenda. If you wish to speak to the Committee about items within its jurisdiction but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address and please **spell** your last name for the record. If any member of the Committee wishes to extend the length of a presentation, this will be done by the Chair, or the Committee by majority vote.

2. Approval of minutes of the regular meeting of the UMC Governing Board Human Resources and Executive Compensation Committee special meeting on August 26, 2024. *(For possible action)*

3. Approval of Agenda. *(For possible action)*

## SECTION 2. BUSINESS ITEMS

4. Review and recommend for approval by the University Medical Center of Southern Nevada Governing Board, and ratification by the Hospital Board of Trustees, in accordance with Clark County Ordinance 3.74.030(12), the Collective Bargaining Agreement between University Medical Center of Southern Nevada and the Service Employees International Union, Local 1107, effective the date ratified by the Hospital Board of Trustees through June 30, 2028; and take action as deemed appropriate.

## SECTION 3. EMERGING ISSUES

5. Identify emerging issues to be addressed by staff or by the UMC Governing Board Human Resources and Executive Compensation Committee at future meetings; and direct staff accordingly. *(For possible action)*

## COMMENTS BY THE GENERAL PUBLIC

A period devoted to comments by the general public about matters relevant to the Committee's jurisdiction will be held. No action may be taken on a matter not listed on the posted agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address and please **spell** your last name for the record.

**All comments by speakers should be relevant to the Committee's action and jurisdiction.**

UMC ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMC GOVERNING BOARD HUMAN RESOURCES AND EXECUTIVE COMPENSATION COMMITTEE. IN ORDER TO MAINTAIN A COMPLETE AND ACCURATE RECORD OF ALL PROCEEDINGS, ANY PHOTOGRAPH, MAP, CHART, OR ANY OTHER DOCUMENT USED IN ANY PRESENTATION TO THE BOARD SHOULD BE SUBMITTED TO UMC ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE COMMITTEE, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMC ADMINISTRATION AND LEGAL COUNSEL.

THE COMMITTEE MEETING ROOM IS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. WITH TWENTY-FOUR (24) HOUR ADVANCE REQUEST, A SIGN LANGUAGE INTERPRETER MAY BE MADE AVAILABLE (PHONE: 765-7949).

**University Medical Center of Southern Nevada  
Governing Board Human Resources and Executive Compensation Committee  
Monday, August 26, 2024**

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UMC ProVidence Suite  
Trauma Building, 5<sup>th</sup> Floor  
800 Hope Place  
Las Vegas, Clark County, Nevada  
Monday, August 26, 2024  
2:00 p.m.

**CALL TO ORDER**

The University Medical Center Governing Board Human Resources and Executive Compensation Committee met at the time and location listed above. The meeting was called to order at the hour of 2:00 p.m. by Chair Jeff Ellis and the following members were present, which constituted a quorum of the members thereof:

**Committee Members:**

**Present:**

Jeff Ellis, Chair (via WebEx)  
Laura Lopez-Hobbs  
Renee Franklin (via WebEx)  
Bill Noonan, Ex-Officio (via WebEx)

**Absent:**

None

**Others Present:**

Mason Van Houweling, Chief Executive Officer (WebEx)  
Ricky Russell, Chief Human Resources Officer  
Jennifer Wakem, Chief Financial Officer  
Rosalind Bob, Human Resources Director  
Susan Pitz, General Counsel  
James Conway, Assistant General Counsel  
Stephanie Ceccarelli, Board Secretary

**SECTION 1. OPENING CEREMONIES**

**ITEM NO. 1 PUBLIC COMMENT**

Chairman Ellis asked if there were any persons present in the audience wishing to be heard on the item listed on this agenda.

None present.

**ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Human Resources and Executive Compensation meeting on May 20, 2024.  
(For possible action)**

**FINAL ACTION:**

A motion was made by Member Hobbs that the minutes be approved as recommended. Motion carried by unanimous vote.

**ITEM NO. 3 Approval of Agenda (*For possible action*)**

FINAL ACTION:

A motion was made by Member Franklin that the agenda be approved as recommended. Motion carried by unanimous vote.

**SECTION 2. BUSINESS ITEMS**

**ITEM NO. 4 Review and discuss the final FY24YTD Turnovers & Hires, and direct staff accordingly. (*For possible action*)**

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

Mr. Russell reviewed the turnover and hires report through July 2024.

- Voluntary turnover for FT/PT was 912 for the year or 7.15%, which is better than industry standards.
- Per diem turnover is about 48%. RN data is showing 5.77% turnover.
- Overall for the year, over 1,177 employees have been hired to date – 333 of which are RNs.
- There are still about 4,738 in the employee population. Approximately 1500 employees are RNs. Top 3 turnover departments were EVS had 51, Food Service at 49 and CRP at 42.

There was continued discussion regarding reducing the per diem turnover rates and the difference with employee benefits for part-time and full-time employees.

FINAL ACTION:

None

**ITEM NO. 5 Receive an update from the Chief Human Resource Officer; and direct staff accordingly. (*For possible action*)**

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

Mr. Russell provided the Committee with the following updates:

SEIU –Bargaining is ongoing. There are 3 additional dates scheduled for discussions.

September 1<sup>st</sup> is the go-live for the new FMLA administrator, Absence Plus.

A new vendor Corner Stone will be a new performance management system. Go-live is anticipated January 2025.

FINAL ACTION:

None

**ITEM NO. 6 Review and discuss the revisions to the Physician & Non-Physician Provider Traditional Compensation Plan; and make a recommendation for approval by the UMC Governing Board; and take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Physician & Non-Physician Provider Traditional Compensation Plan

DISCUSSION:

The Committee reviewed and discussed changes to the physician compensation plan. This valuation will be reviewed every two years.

The substantive changes to this Compensation Plan include:

1. Update the compensation and wRVU data based on the latest data from our fair market value vendor. Two new classifications were added to the plan, Transplant Surgeon and Hepatologists.
2. The revised plan is anticipated to be effective on or September 1, 2024, and will cover existing and future employees within the identified classifications.

There was a lengthy discussion regarding the rate changes for the existing classifications and specialties. Ms. Pitz provided an explanation of the compensation salary range and the basis for salary increase. The physicians in the plan are considered at-will contracted employees.

The committee would like to periodically review the productivity and compensation of the employees in the plan.

Clarification was made to the language regarding the employee's employment status.

The Appendix 3 added appropriate pay information to the compensation plan for general medicine.

FINAL ACTION:

A motion was made by Member Franklin to approve the revisions to the Physician Compensation Plan, and recommend approval to the Governing Board. Motion passed with a unanimous vote.

**ITEM NO. 7 Review and discuss the FY24 Organizational Successes/Year in Review Presentation; and take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Mr. Van Houweling reviewed some of the year end successes for the hospital, including the construction and the Revitalize project, as well as the addition of employed doctors. He highlighted achievements in the journey for Magnet and Pathways to Excellence

Highlights continued with achievements from each department including, Nursing, Finance, Human Resources and Experience departments.

UMC was voted Best of Las Vegas for 2023 as well as the following recognition rewards:

Gold Winner: Best Hospital, Best Urgent Care/Walk-In Clinic, Best Pediatrician and Best Place to Have a Baby.

Silver Winner: Best Medical Practice and Best Orthopedic Surgeon

Bronze Winner: Best Surgery Center

There was discussion regarding where UMC stands in the journey for Magnet Status and what needs to be done to achieve this designation. Staff will continue to provide updates regarding this journey.

FINAL ACTION:

None taken

**ITEM NO. 8 Discuss, score, and approve the Human Resources and Executive Compensation Committee Organizational Performance Goals for FY24, and make a recommendation for approval by the UMC Governing Board; and take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Physician & Non-Physician Provider Traditional Compensation Plan

DISCUSSION:

1. Identify and create a Career Pathway growth plan for at least one individual contributor classification at UMC. This goal has been was achieved.
  - Through partnership with UMC professional practice with that designed the first career pathway, first career path will be for CNAs. Expected to begin fall of 2024.

2. Implement and paperless benefit enrollment packet by creating a new workflow, allowing employees to complete enrollment forms and upload required documents. – This goal has been met.
  - Currently piloting new packet and process with new hire group.
3. By March 1, 2024. Revise the existing Underfill program and policy to make it less cumbersome to administer and more enticing for employees to consider participating. – This goal was achieved.
  - Revised the policy was sent and approved by the UMC policy committee in June 2024.
4. By October 1, 2023 , through assistance with the applicable departments, identify and implement a turnover action plan for the FY23 top two RN & top two ancillary turnover departments that translates into a reduction in voluntary FT/PT turnover of at least (2%) in that department for FY2024. This goal was achieved.
5. By December 31, 2024, enhance the diversity and health equity committee to expand participation among UMC staff and identify initiatives that improve diversity and health equity work within the organization. This goal has been achieved.

The Committee feels that staff has done great work in achieving these goals and awards 100%.

FINAL ACTION:

A motion was made by Member Franklin to award 100% achievement of the goals met by Human Resources and Executive Compensation and recommend approval by the UMC Governing Board. Motion passed with a unanimous vote.

**ITEM NO. 9 Discuss all other Organizational Performance Goals Outcomes for FY2024, and make a recommendation for approval by the UMC Governing Board; and take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

The Committee reviewed and discussed the summary of all of the Committee goal outcomes for FY2024.

The goals were weighted for each committee as follows:

- Strategy – 25%
- HR - 20%
- Quality- 30%
- Finance- 25%



The following are the percentages each committee agreed on.

A&F	25/25
CQPS	25/30
HR	20/20
Strategy	23.75/25

Collectively the Committee felt 94 percent was met out of 100 percent for the FY2024 Performance Goals and Objectives.

Mr. Van Houweling thanked the Committee for their support.

A motion was made at 94%.

FINAL ACTION:

A motion was made by Member Franklin to recommend to the Governing Board that Mr. Van Houweling met 94 percent of the goals for FY2024. Motion carried by unanimous vote.

**ITEM NO. 10 Review and discuss the CEO merit salary adjustment and incentive bonus for FY24, and make a recommendation for approval by the UMC Governing Board; and take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- PDF

DISCUSSION:

The Committee reviewed and discussed the merit increase. The percentage maximum for the merit increase is at 10%.

Member Lopez-Hobbs suggested the range for the merit increase should be 6-7%. There was continued discussion regarding the compensation range for Mr. Van Houweling as compared to other like organizations. There was a lengthy discussion regarding the benefits that the CEO has received throughout the year. Mr. Russell reviewed the Mercer data as it relates for CEOs in like organizations.

The Committee discussed a reduction in the salary and increase the bonus.

Chair Ellis then recommended a 9% merit increase and Member Franklin agreed. Member Lopez-Hobbs recommended a 7% increase.

Mr. Van Houweling thanked the Committee for their support.

FINAL ACTION:

A motion was made by Member Franklin to recommend to the Governing Board that Mr. Van Houweling be awarded a 9% merit increase. Motion carried by majority vote.

**ITEM NO. 11 Review and discuss the Human Resources and Executive Compensation Committee Organizational Performance Goals for FY25, make a recommendation for approval by UMC Governing Board; and take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Mr. Russell reviewed the new HR organizational goals for FY2025. The proposed goals are as follows:

- In conjunction with the Employee Experience department, design and implement a new employee onboarding experience, which includes a new employee onboarding guide, revision of the existing new hire orientation, and revision of the existing 1st year check-in survey process
- Design a plan to automate internal transfers/onboarding using NeoGov, SAP, and other systems
- For FY25, reduce per-diem turnover from the FY24 All Employee (48.26%) & RN (40.27) categories by at least 2% each.
- From September 1, 2024 through June 30, 2025, no more than 10% of the total Annual Reviews due will be issued to an employee more than 60 days after due date.
- With the support of clinical education and the DEI Committee implement the distribution of cultural competence materials and applicable resources during NHO and to P/D hires.

The committee asked what the target date would be for the second goal.

Member Franklin suggested it would read “design and implement”.

Mr. Russell stated that it could be to “Design the plan by February 1, 2025 and implement by June 30, 2025. The Committee was agreeable with the amendment.

Goal 4 would be changed to add “eligible annual reviews”. The committee will continue to monitor this goal.

FINAL ACTION:

A motion was made by Member Franklin to approve the HR goals for FY25 and recommend to the Governing Board for approval as amended. Motion passed with a unanimous vote.

**ITEM NO. 12 Review and discuss all other Governing Board Committee Organizational Performance Goals for FY25, and make a recommendation for approval by the UMC Governing Board; and take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

The committee reviewed and approved all of the Committee goals for FY25.

FINAL ACTION:

A motion was made by Member Franklin to approve the HR goals for FY25 and recommend to the Governing Board for approval. Motion passed with a unanimous vote.

**SECTION 3. EMERGING ISSUES**

**ITEM NO. 13 Identify emerging issues to be addressed by staff or by the UMC Governing Board Human Resources and Executive Compensation Committee at future meetings; and direct staff accordingly. *(For possible action)***

Discussion:

The committee would like a presentation regarding the physician compensation and the benefits the hospital has received from the employment model, as well as the profitability of hiring physicians.

**COMMENTS BY THE GENERAL PUBLIC:**

At this time, Chair Ellis asked if there were any persons present in the audience wishing to be heard on any items not listed on the posted agenda.

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 4:30 p.m. Chairman Ellis adjourned the meeting.

**Approved:**

**Minutes Prepared by: Stephanie Ceccarelli**

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
HUMAN RESOURCES AND EXECUTIVE COMPENSATION  
COMMITTEE  
AGENDA ITEM**

<b>Issue:</b> <b>UMC/SEIU Nevada Local 1107, Collective Bargaining Agreement</b>	<b>Back-up:</b>
<b>Petitioner:</b> <b>Kendrick Russell, Chief Human Resources Officer</b>	<b>Clerk Ref. #</b>
<b>Recommendation:</b>	
<p><b>That the Human Resources and Executive Compensation Committee review and recommend for approval by the UMC Governing Board and ratification by the Hospital Board of Trustees, in accordance with Clark County Ordinance 3.74.030(12), the Collective Bargaining Agreement between University Medical Center and the Service Employees International Union, Local 1107, effective the date ratified by the Hospital Board of Trustees through June 30, 2028; and take action as deemed appropriate. (For possible action)</b></p>	

**FISCAL IMPACT:**

Fund #: 5420.000	Fund Name: UMC Operating Fund
Fund Center: Various	Funded Pgm/Grant: NA
Description: Service Employees International Union, Local 1107, Collective Bargaining Agreement	
Increase Amount:	

FY2025	FY2026	FY2027	FY2028	Total
\$12,806,640	\$15,399,758	\$10,759,916	\$10,931,918	\$49,898,232

**BACKGROUND:**

On September 12, 2024, the University Medical Center of Southern Nevada (“UMC”) and the Service Employees International Union, Local 1107 (“SEIU”) reached a tentative agreement for a new Collective Bargaining Agreement (“the Agreement”). SEIU’s members ratified the Agreement on September 18, 2024.

The following is a summary of some of the more substantive enhancements of the Agreement:

- The entire Agreement was subject to negotiations and 30 Articles were amended, and one new article added.
- There will be a retroactive cost of living adjustment (“COLA”) for Fiscal Year 2025 that will be paid subsequent to ratification of the Agreement.

Cleared for Agenda  
September 24, 2024

Agenda Item #

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
HUMAN RESOURCES AND EXECUTIVE COMPENSATION  
COMMITTEE  
AGENDA ITEM**

- There will be a one and one-half percent increase to the salary schedules in Fiscal Year 2025 and 2026. It will not be retroactive and is only applicable to full and part time employees.
- There will be a COLA for Fiscal Years 2026-2028.
- Attachment I is a brief summary of substantive changes to each Article.
- Attachment II contains all Articles with new language in their entirety (with new language underlined and deleted language lined out).
- Attachment III is the Fiscal Impact Summary that outlines the total and annual costs and/or savings of the new Agreement.
- Attachment IV is the Fiscal Impact Summary that outlines the total and annual costs of the changes and/or savings of the new Agreement.



The **Highest Level of Care** in Nevada

# UMC & SEIU Nevada Local 1107

Renewal Collective Bargaining Agreement  
October 15, 2024\* – June 30, 2028

*Substantive Enhancements*

*\*pending approvals by the UMC Hospital Board of Trustees*

# Timeline & Stats

## Timeline

2/15/2024	Bargaining commenced
9/12/2024	Tentative CBA reached
9/18/2024	SEIU Ratification of CBA
9/24/2024	The UMC HR & Executive Compensation Committee recommends approval to the UMC Governing Board
9/25/2024	UMC Governing Board recommends approval to the UMC Hospital Board of Trustees
10/15/2024	UMC Hospital Board of Trustees reviews and considers for approval

## Stats

- 3,900+ represented by SEIU Nevada Local 1107
- More than 20 bargaining sessions
- 30 of the 45 Articles were opened and modified
- One (1) new article was inserted Article 46 – Centralized Resource Pool



# COLA & Salary Schedule

## COLA

Date	Action
7/1/2024 (FY25)	<b>3.0%</b> tied to Consumer Price Index “CPI” – Retro to 7/1/24
7/1/2025 (FY26)	Minimum <b>2.0%</b> ; Maximum <b>3.0%</b> tied to CPI
7/1/2026 (FY27)	Minimum <b>2.0%</b> ; Maximum <b>3.0%</b> tied to CPI
7/1/2027 (FY28)	Minimum <b>2.0%</b> ; Maximum <b>3.0%</b> tied to CPI
<ul style="list-style-type: none"> <li>• Applies to all FT, PT, and Per-Diem EE’s</li> <li>• CPI language also has trigger that if CPI-U all items in West-Size class B/C, not seasonally adjusted, is greater than 5%, the increase will be 4.5%. Additionally, if the same CPI is equal to or nor less than 0%, the increase will be 1%.</li> </ul>	

## Salary Schedule

Date	Action
10/15/2024*	<b>1.5%</b> increase to the existing salary schedule
7/1/2025 (FY26)	<b>1.5%</b> increase to the existing salary schedule
<ul style="list-style-type: none"> <li>• No retro</li> <li>• Only applies to full-time and part-time EE’s (<i>i.e., not per-diem</i>)</li> </ul> <p>*anticipated</p>	

# Shift Differential & Standby Pay



## Shift Differentials

Date	Action
7/1/2025 (FY26)	<b>Weekend:</b> Increases from \$2.05 to \$2.25
7/1/2026 (FY27)	<b>Evening:</b> Increases from \$1.60 to \$1.75
7/1/2027 (FY28)	<b>Night:</b> Increases from \$2.20 to \$2.30

## Standby Pay

Date	Action
7/1/2025 (FY26)	Increase from \$5.00 to \$5.25
7/1/2026 (FY27)	Increase from \$5.25 to \$5.50

# Miscellaneous Enhancements

- Floating & Call-off
- Demotion language
- Promotion language
- Attendance & Tardy
- Drug & Alcohol
- Centralized Resource Pool
- Consolidated Annual Leave
- EIB

# Fiscal

## ATTACHMENT IV – SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107 FISCAL IMPACT SUMMARY

FY 2025:				
Article #	Description	New Benefit or Change in Benefit	Summary of New Benefit or Change in Benefit	Fiscal Impact
14	Wages	Change	Three percent (3.0%) increase in COLA effective July 1, 2024. <i>(includes PERS/FICA)</i>	\$9,391,900
14	Wages	New	One and one half percent (1.5%) increase in salaries/salary schedules effective October 15, 2024. <i>(includes PERS/FICA)</i>	\$3,568,718
15	Status Change	Change	One percent (1.0%) increase in hourly rate due to promotion effective November 1, 2024*. <i>(includes PERS/FICA)</i>	\$14,401
21	CAL	New	Addition of one (1) floating holiday pilot effective January 1, 2025 <i>(includes PERS/FICA)</i>	\$91,476
22	EIB	New	Voluntary EIB cash out program effective November 1, 2024 to June 30, 2025**.	(\$223,258)
21	CAL	Change	Revised CAL accrual schedule for zero (0) days to ninety (90) days and for ninety-one (91) days to twelve (12) months, effective November 1, 2027***.	(\$36,597)
	Total			\$12,806,640

\*Increase takes effect on the promotion date of each employee promoted on or after November 1, 2024. The 1.0% increase is over the normal 4.0% increase an employee would receive upon promotion. Ex: a promoted employee will receive a 5.0% increase, instead of a 4.0% increase.

\*\*Starting November 1, 2024, EE's who have an old EIB1 balance have until June 30, 2025, to cash out their EIB1 balance for 50% of the value, and lose the remainder of the balance. This voluntary program will end on June 30, 2025. The costing analysis assumes ten percent (10%) of EE's with an EIB1 balance will take advantage of this voluntary program.

\*\*\*For new hires effective 11/1/2027 they will begin to accrue CAL at the 8.30777 rate, rather than having a tiered approach the first year. Employees hired before this date will continue to accrue the old way until they meet the requirements in the prior plan. EE's in the new plan will not have the ability to cash out their CAL during the first year of employment, nor be paid out for it if they terminate employment.

FY 2026:				
Article #	Article Description	New Benefit or Change in Benefit	Summary of New Benefit or Change in Benefit	Fiscal Impact
14	Salaries	Change	Three percent (3.0%) increase in COLA effective July 1, 2025. <i>(Includes PERS/FICA)</i>	\$10,000,402
14	Salaries	New	One and one half percent (1.5%) increase in salaries/salary schedules effective July 1, 2025. <i>(Includes PERS/FICA)</i>	\$4,990,622
17	Overtime	Change	Twenty-five cent (\$0.25) p/h increase in Standby Pay effective July 1, 2025. <i>(Includes PERS/FICA)</i>	\$98,531
18	Shift Diff	Change	Twenty cent (\$0.20) p/h increase in Weekend Differential effective July 1, 2025. <i>(Includes PERS/FICA)</i>	\$310,203
	Total			\$15,399,758

**ATTACHMENT IV – SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107  
FISCAL IMPACT SUMMARY**

FY 2027				
Article #	Article Description	New Benefit or Change in Benefit	Summary of New Benefit or Change in Benefit	Fiscal Impact
14	Salaries	Change	Three percent (3.0%) increase in COLA effective July 1, 2026. <i>(Includes PERS/FICA)</i>	\$10,480,963
17	Overtime	Change	Twenty-five cent (\$0.25) p/h increase in Standby Pay effective July 1, 2026. <i>(Includes PERS/FICA)</i>	\$98,531
18	Shift Diff	Change	Fifteen cent (\$0.15) p/h increase in Evening Differential effective July 1, 2026. <i>(Includes PERS/FICA)</i>	\$180,422
	Total			<b>\$10,759,916</b>
FY 2028				
Article #	Article Description	New Benefit or Change in Benefit	Summary of New Benefit or Change in Benefit	Fiscal Impact
14	Salaries	Change	Three percent (3.0%) increase in COLA effective July 1, 2027. <i>(Includes PERS/FICA)</i>	\$10,802,315
18	Shift Diff	Change	Ten cent (\$0.10) per hour increase in Night Differential effective July 1, 2027. <i>(Includes PERS/FICA)</i>	\$119,603
	Total			<b>\$10,921,918</b>

**Attachment I  
University Medical Center  
And  
Service Employees International Union (SEIU), Local 1107  
Collective Bargaining Agreement  
2024-2028**

**Amended Articles**

<b>Article Number</b>	<b>Article Title</b>	<b>Substantive Changes</b>
1	Agreement	Effective the date ratified by the UMC Hospital Board of Trustees.
3	Recognition	Clarified details required on report to the Union.
4	Discrimination Clause	Revised language to align with EO program.
6	Employee Rights	Clarified language regarding HR files. Reinforced commitment to complete annual reviews more timely. Meet & confer regarding name and template for use when issuing a management directive.
7	Union Rights	Clarified language on Union EE's and Stewards attending meetings.
9	Grievance and Arbitration Procedure	Clarified what is a Director; language regarding scheduling grievances; when LCA's may be issued.
10	Discipline and Discharge	Clarified copies provided to the Union.
11	Per-Diem Employees	Clarified when per-diems may be placed on the schedule. Added ability for Per-Diems to access standby & acting pay.
12	Personnel Layoff, Recall and Appeal Procedures	Clarified FTE status for layoffs. Disallows placement on recall list if EE declines position offered.
13	Probationary / Qualifying Period	Require written notice for probation extension. Removes qualifying review requirement.
14	Salary & Salary Status Upon Status Change	Identifies COLAs, Salary Schedule Increases for the contract term. Revises promotion & demotion %'s. Streamlines merit's and removes ability to receive a merit if below a 2.5. Moves EEs to anniversary date for performance reviews. Clarifies reclassification language.
15	Blank	Inserted parts of 15 into 14 – now blank for future use.
17	Overtime	Modest increases to standby rate for FY 26 & FY27. Revised crisis staffing incentive to reflect current practice.
18	Shift Differential	Modest incremental increases to differentials in FY26-FY28.
19	Acting Appointments	Provides CEO ability to approve more than 4%.

20	Critical Care Premium	Department name revisions.
21	Consolidated Annual Leave	New benefits eligible EEs will have access to full accrual rather than a staggered accrual during the first year. No option to cash out or have it paid out on separation during first year. Inserted current practice of status change and cash out of CAL. Added Juneteenth to holidays recognized. Added ability for EEs in a closed department to use VUL if they have less than 40 hours. Creates one year pilot for one floating holiday for a fully closed department.
22	Extended Illness Bank	Allows EEs with an EIB 1 bank (pre September 2016) to cash out value before 6/30/25, at 50%, and forfeit the remainder.
23	Miscellaneous Leaves	Clarified access to bereavement leave, and increased the time period in which it can be used.
29	Seniority	Allows for RN New Grads hired into CRP to maintain seniority when placed into their first department upon completion of training. Allows for EEs who are transferring and being held because of staffing to access pay after 2 weeks.
30	Posting of Vacancies	Allows full-time/part-time EEs to drop status to per-diem without a posting, upon approval by management.
31	Call Off Procedure	Allows UMC discretion of moving up calling off those on overtime. Clarified extra shift. Introduces pre-balancing to help ensure full and part time EEs are receiving their scheduled hours before call off.
35	Contracting Work and Mutual Obligations	Extends notice from 30 to 45 days. Memorializes current practice of providing employee list upon notification.
36	Policy on Drug and Alcohol Free Workplace	Clarified various language. Changed supervisor checklist used for suspected impairment. Allows for mobile onsite testing for reasonable suspicion testing.
37	Attendance Policy	Reduces call in notice from 8 hours to 3 hours and not meeting expectation will lead to two attendance occurrences. Absence now starts one hour into shift instead of two. Verbal counseling now starts at 6 <sup>th</sup> occurrence instead of 7 <sup>th</sup> . Replaces suspensions in the disciplinary process with second and final written' s. Clarified habitual and patterns language.
38	Tardy Policy	Redefines a tardy to be only until 1 <sup>st</sup> hour, instead of until 2 <sup>nd</sup> hour, which it then becomes an attendance occurrence. Redefines levels to remove suspensions, and replace with 3 <sup>rd</sup> and Final Warning. Clarifies who can witness a tardy for documentation purposes.

39	Floating	Clears up language on department names. Removes one of the criteria where an EE could refuse to float – if on an unscheduled shift. Removes one of the float sequence steps for EEs working an additional shift.
45	Term of Agreement	Effective the date ratified by the UMC Hospital Board of Trustees and runs through June 30, 2028.
46	Centralized Resource Pool (CRP)	Memorializes the existing letter of agreement into the CBA with slight changes. EE's flexed in late will not be eligible for call back or travel pay if called in during the four hours. Management will give consideration to breaks and meals before calling off staff.
Side Letter	Compensation Market Studies	The Union and UMC will meet and confer in 2025 and 2026 on up to eight positions for a market study review. No requirement to implement.
Appendix D	Definitions	Slight changes to the definition of illegal drugs. Removal of qualifying period language.



Art #	Title	TA
1	Agreement *	9/12
2	Intent	3/7
3	Recognition	3/7
4	Discrimination Clause	2/15
5	Management Rights	3/7
6	Employee Rights	6/6
7	Unions Rights	6/27
8	Employee Deductions	3/7
9	Grievance and Arbitration procedures	4/25
10	Discipline and Discharge	3/14
11	Perdiem Employees	4/11
12	Personnel Layoff, Recall, and Appeal Procedures	4/25
13	Probationary/Qualifying	4/4
14	Salary*	9/12
15	Salary Upon Status Change*	9/12
16	Hours of Work	6/27
17	Overtime*	9/12
18	Shift Differential*	9/12
19	Acting Appointments	6/20
20	Critical Care Premium	8/1
21	CAL*	9/12
22	EIB*	9/12
23	Miscellaneous Leaves	5/2
24	Group Insurance	9/12
25	Retirement Contributions	3/7
26	Workers' Comp	3/7
27	Longevity	3/7
28	Education/Training	9/12
29	Seniority	4/25
30	Posting of Vacancies	4/25
31	Call Off Procedure	7/18
32	Labor/Management Committee	9/12
33	Health and Safety	3/7
34	Patient Care Advisory Committee	3/7
35	Contracting Work and Mutual Obligations	5/2
36	Substance Abuse Policy	4/4
37	Attendance	5/2
38	Tardy	4/25
39	Floating	6/20

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2024 SEIU/UMC Negotiations  
9/12/24

Art #	Title	TA
40	Access to UMC Services	3/7
41	General savings Clause	3/7
42	Entire Agreement	3/7
43	Anti-Strike Clause	3/7
44	Interpreter Pay	9/12
45	Term of Agreement*	9/12
46	Centralized Resource Pool (CRP)	7/18
	Side Letter Compensation Market Adjustments*	9/12
	Appendix A - List of Classifications*	9/12
	Appendix B - Salary Ranges, Effective 7/1/24 *	9/12
	Appendix C - Observation/Incident Report*	9/12
	Appendix D - Definitions*	9/12

## REDLINED TA's

**ARTICLE 1  
Agreement**

This Agreement is made and entered into on <date to be inserted upon approval by the Clark County Board of Commissioners>, by and between the Service Employees International Union, Local 1107, hereinafter referred to as the "Union," and the University Medical Center of Southern Nevada, a County hospital created pursuant to NRS Chapter 450, hereinafter referred to as "UMC."

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**ARTICLE 2**  
**Intent**

It is the purpose of the Agreement to promote and provide a responsible labor relations policy between UMC and the employees covered herein; to secure an orderly and equitable disposition of grievances which may arise under the Agreement; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the rates of pay, wages and other specified conditions of employment of the employees covered by this Agreement. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of UMC expressly provided for by federal law, state statutes and local ordinances, except as expressly limited herein.

The Union and UMC agree to jointly conduct training of supervisory personnel and other employees relative to the new provisions of the contract. Within thirty (30) calendar days of final ratification of the Agreement, a committee of no more than three (3) members of each bargaining committee will meet to develop a training program and schedule. Such training shall be commenced and completed within six (6) months of final ratification of the Agreement.

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### ARTICLE 3 Recognition

1. UMC hereby recognizes the Union as the sole and exclusive collective bargaining representative of UMC employees assigned to the classifications listed in Appendix A who are eligible to be represented by the Union except as limited by Section 3 of this Article. Any proposed additions or deletions to these classifications shall be furnished to the Union thirty (30) calendar days in advance for review and consultation prior to any formal action by UMC. Both parties recognize that the Union retains its right to appeal under the provisions of NRS 288.170. UMC and SEIU recognize that there is a difference between lead and supervisory positions. A position identified as supervisory by UMC may be excluded from membership in this bargaining unit.
2. When a new job classification is established or an existing one is materially changed, UMC will submit a copy of the new or modified classification description in writing with proposed wage and bargaining unit assignment to the Union Executive Director or other Union officer designated in writing thirty (30) calendar days prior to implementation unless both parties mutually agree on a shorter time frame for implementation. Any unresolved differences of opinion between the parties in regard to wages will be subject to the grievance/arbitration procedure and differences of opinion in regard to bargaining unit assignment will be subject to the provisions of NRS 288.170.

If matters of compensation are submitted to arbitration, the arbitrator shall realize that UMC has adopted a system of classification and compensation.

3. UMC employees who are excluded from the bargaining unit are as follows:
  - a. Those employees certified to another bargaining unit under the provisions of NRS Chapter 288
  - b. Administrative employees as defined in Appendix D
  - c. Confidential employees as defined in Appendix D
  - d. Temporary employees to the extent defined in Section 4 of this Article
  - e. Volunteers
  - f. Students, residents, and interns
4. The term "temporary employee" shall be defined as an individual employed in a position established for a specific period of time (normally less than sixty (60) calendar days) or for the duration of a specific project or group of assignments, but not to exceed 119 working days under any circumstances. This does not include Limited Term employees.
5. Subject to the provisions of NRS Chapter 288, UMC reserves the right to withdraw recognition of the Union in the event the Union:
  - a. fails to present a copy of each change in its constitution or bylaws, if any, or to give notice of any change in the roster of its officers, if any, and representatives;


- b. disavows its pledge not to strike against the local government employer under any circumstances;
  - c. ceases to be supported by a majority of the local government employees in the bargaining unit for which it is recognized;
  - d. fails to negotiate in good faith with the local government employer.
6. UMC shall provide by the 15<sup>th</sup> of each month to the Union the following:
- a. A separate report identifying new hires, temporary employees, current bargaining unit eligible employees, terminated employees, classification changes for employees (promotions, demotions and reclassifications), and transfers.
  - b. Each report shall be submitted in alphabetical order and in an available format and media mutually agreed to by the Union and UMC
  - c. Each report shall list the following information: employee's name, PRRR, home address, cell phone, home phone, personal email (if any of the items are collected) member/non-member status, classification (job title), employment status (full time, part time, or per diem, or limited-term), department name, date of hire, benefit accrual date, number of hours paid in that month, and wage rate.
  - d. Classification changes (promotions, demotions, reclassifications), in addition to the information identified in Section C above, shall identify the previous classification and the new classification and the effective date of the change.
  - e. Transfers, in addition to the information identified in Section C above, shall identify the previous department, the new department, the effective date of the transfer.
  - f. All information is furnished for the exclusive use of the Union and shall not be used for any other purpose or be given to any other person or organization without the express written approval of the employee involved, unless the employee's personal information is redacted. Unless otherwise identified above, these reports shall be provided to the Union no later than the 15<sup>th</sup> of each month.

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**ARTICLE 4  
Discrimination Clause**

4. Pursuant to applicable local, state, or federal equal opportunity laws, UMC and the Union shall each apply the provisions of this Agreement equally to all employees in the bargaining unit without discrimination as to race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age (40+), disability, ~~national origin~~, pregnancy, genetic information, or because of political or personal reasons or affiliations. For those subject matters which the Nevada Equal Rights Commission (NERC) has jurisdiction, the procedures found in Article 9, Section 3 (D) of this Agreement shall apply.

  
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**ARTICLE 5**  
**Management Rights**

1. UMC is entitled, without negotiation, to the sole right and authority to operate and direct the affairs of UMC in all its various aspects. Those rights include but are not limited to the following:
  - a. Hire, direct, promote, assign, transfer or take disciplinary action against any employee, but excluding the right to harass an employee through reassignment or transfer as a form of discipline. Transfers and reassignments for the improvement of personnel staffing and utilization shall not be deemed a form of discipline.
  - b. Reduce in force or lay off any employee because of lack of work, low census conditions, lack of funds, or for other conditions. In exercising this right, UMC shall comply with all other provisions of the NRS, if any.
  - c. Determine appropriate staffing levels and staffing ratios, job assignments, work schedules, shift assignments, the starting time for each shift, and performance standards except for safety considerations.
  - d. Determine the content of the work day including, without limitation, work load factors except for safety considerations.
  - e. Determine the quality and quantity of services to be offered to the public, the means and methods of offering those services, and to change such methods or procedures, including the use of new equipment or facilities.
  - f. Extend, limit, curtail or subcontract its operations, including the right to use the services of registry/agency personnel.
  - g. Promulgate, revise and modify rules, regulations and personnel policies.
  - h. Take whatever actions may be necessary to carry out its responsibilities in situations of emergency.
  
2. All rights and responsibilities of UMC not specifically modified by the Agreement shall remain the functions of UMC. The above enumerated management rights shall not contravene the expressed terms of this Agreement and shall be subject thereto.



3. Any Human Resources policy created by UMC must be communicated in writing to the Union Executive Director or other Union officer designated in writing thirty (30) calendar days in advance of implementation. Prior to implementation, upon request by the Union, UMC will meet and confer with the Union concerning the impact of the implementation of the policy on the bargaining unit. If the employee is required to sign an acknowledgment of any such Human Resources policy, a copy of the signed document shall be provided to the employee, if the employee requests it.
  
4. In such event a section or provision of any Human Resources policy created by UMC conflicts with this Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail.

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**ARTICLE 6  
Employee Rights**

1. Neither UMC nor the Union shall interfere with the right of the employees covered by this Agreement to become or not become members of the Union, and there shall not be discrimination against any such employees because of lawful Union membership or non-membership activity or status. The right to join and participate in Union functions shall be recognized as extending to participation in the management of the Union in the capacity of a Union Officer or representative.
2. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees eligible for membership in the bargaining unit. UMC recognizes the right of the Union to charge nonmembers of the Union a reasonable service fee for representation in appeals, grievances and hearings.
3. UMC agrees that each employee shall have the right to review and photocopy materials contained in his/her their human resources personnel file. An employee's Union representative may review and photocopy any and all documents contained in the personnel file, ~~if he/she they have has provided Human Resources with a written release signed by the employee.~~ There is only one (1) human resources personnel file. It is understood that the human resources personnel file shall be made available to the employee during normal business hours and that a nominal fee may be charged for copying. It is UMC's policy not to release information in the employee's personnel file beyond the dates of employment, and job title (classification), unless authorized in writing by the employee or unless required by federal or state law.
4. Each employee shall receive a copy of any formal performance evaluation, or disciplinary action, before such material is placed in his/her their human resources personnel file. The employee shall sign and date such material only as proof of receipt. The employee shall have the right to respond in writing within twenty-one (21) calendar days from the date such material was presented to the employee and to have such response placed in the file. Management will make every reasonable effort to send the annual performance review to the employee thirty (30) calendar days from the employee's anniversary. An employee who wishes to discuss his/her their performance evaluation with the evaluator's supervisor may request to do so, in writing, within seven (7) calendar days of the initial evaluation. This meeting will be held within twenty-one (21) calendar days from the date of request. At this meeting, the evaluator will explain reasons for and provide any existing documentation relied upon to support sub-standard performance ratings in the evaluation. This is the sole procedure under this Agreement for appeal or discussion of an employee's performance evaluation. Employee evaluations are not subject to the grievance and arbitration procedure contained in Article 9 of the Collective Bargaining Agreement.
5. ~~A coaching and counselling or an issue resulting in a coaching and counseling will only be referenced in the evaluation in the review period in which it occurred.~~

~~The Union and the Employer agree to meet within 90 days of ratification to develop a consistent single form for any non-disciplinary communication (example: not to file, memo, management directive, coaching and counseling) that may be included in the personnel file. No other forms or documents shall be used once the form is created.~~

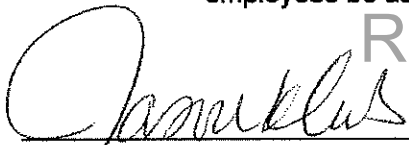
**Within 90 days of ratification of the 2024 successor agreement, UMC will meet and confer with the Union on the creation of a consistent template to be used when issuing an employee a management directive.**

6. Any disciplinary action (written warnings and suspensions) issued will automatically be removed after twelve (12) months from the date of the discipline providing no ensuing discipline of the same or similar nature (i.e. any and all discipline categories that relate to each other such as conduct related, performance related, attendance related) occurred and shall not be used in future disciplinary matters. ~~Upon removal, the written reprimand and/or suspension will be sent to the employee.~~
7. UMC and SEIU, Local 1107 shall not tolerate harassment or unprofessional conduct by any employee (regardless of bargaining unit or managerial status or position within the Union). Such action will be grounds for disciplinary action. UMC shall take all reasonable steps within its control to protect patients, employees and the public from assault, harassment or unprofessional conduct. Any complaints pursuant to this section shall be reduced to writing within ~~ten (10) working~~ **fourteen (14) calendar** days of the occurrence and submitted to the Chief Human Resource Officer for handling. The Chief Human Resource Officer shall inform the affected employee in writing within ~~ten (10) working~~ **fourteen (14) calendar** days as to the disposition of the complaint. Complaints regarding the conduct of employees of the Union shall be submitted to the SEIU, Local 1107 President. Examples of harassment include the following:
- a. Repeated threats of discipline without action ultimately being taken
  - b. Threats of violence toward another person
  - c. Displaying abusive gestures or language during work hours
  - d. Disciplinary action which is not issued within a reasonable time frame. A reasonable time frame will include time to investigate and the availability of the parties involved
  - e. Reprimands in public
  - f. Retaliation for registering or responding to a complaint through the chain of command or established reporting mechanism.
8. Every employee has the right to Union representation in any investigative meeting that the employee reasonably believes will result in disciplinary action against that employee. Meetings with management to discuss performance evaluations, general counseling sessions and meetings where the employee is told by their manager that there will be no disciplinary action to that employee as a result of this meeting are examples of meetings that generally would not be attended by a Union steward and to which the employee may not refuse to attend. To ensure the employee of ~~his/her~~ **their** legal rights, UMC will identify for the employee the reason for the meeting and give the employee reasonable time to obtain a Union representative of ~~his/her~~ **their** choice. For the purpose of this Agreement, reasonable time shall be defined as twenty-four (24) hours from the time the employee is notified of the impending meeting with management or five (5) hours from the time the employee is notified of the impending meeting

with management if the meeting is to discuss an egregious violation. In those cases, an employee notified at the end of their shift will have until the beginning of their next shift to obtain a Union representative. An employee is entitled to be represented by a steward at all meetings where discipline is given in writing. Unless mutually agreed to, the parties agree that the number of UMC and Union representatives present at the meeting will be equal.

9. No full-time or part-time employee shall be laid off, reduced in hours, or changed in shift, or days off because of the scheduling of per diems, temporary employees, agency or traveler employees, volunteers or special training programs, including but not limited to CWEP and Workers' Compensation Programs.
10. To the extent possible, UMC shall provide a report at the beginning of the month to the Union identifying the following:
  - a. the names of eligible employees, who have received or are receiving light duty during the previous calendar month;
  - b. where the light duty assignment is located; and,
  - c. how long the employee has been in the light duty assignment.

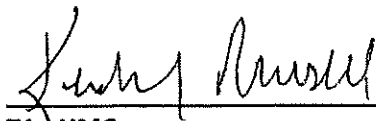
It is understood that the Union may receive a blank report should no eligible employees be assigned to light duty during the previous month.

  
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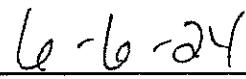
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**ARTICLE 7  
Union Rights**

1. UMC and the Union recognize and agree that the activities conducted on behalf of the Union by its Officers, Stewards, negotiating committee members and Union representatives are essential in fostering and promoting a positive and productive relationship between the parties. UMC agrees that it will not in any manner or form, impose restrictions upon or subject such Union members to disparate treatment, discrimination or retaliation. UMC reserves the right to make necessary adjustments to schedules of Union representatives to ensure the operational needs of UMC are maintained. UMC will meet with the Union and discuss operational needs that require an adjustment to the work schedule prior to making such adjustment. Occasionally it may be necessary to make an immediate adjustment due to emergent situations. In such cases, the Union Executive Director or other officer designated in writing will be notified the next business day following the adjustment. Union representatives will be designated by the Union. The number of representatives allowable will be determined in the following manner.
  - a. The Union may designate one representative for every 50 bargaining unit eligible employees as calculated on July 1 of each year excluding alternates (ordinarily working different shifts) to perform normal Union representative duties as defined in this Agreement. Traditional rules of rounding will apply (i.e. 74 equals one; 75 equals two). At no time will there be more than one representative for every 50 bargaining unit eligible employees eligible to use release time in order to conduct Union business.
  - b. While the Union is free to choose its representative from UMC employees, it agrees that the number of representatives from any one department, division, work area, or shift will not hinder effective working relationships or productivity and delivery of hospital services.
  - c. The Union shall notify UMC, in writing, of the names of the representatives and their respective jurisdictional area, within thirty (30) calendar days of the effective date of any such designation.
2. Non-employee representatives of the Union shall be admitted to the premises of UMC, except for patient care areas and any restricted access areas, at reasonable times. This access shall include employee breakrooms. Such visitations shall be for the reasons of the administration of this Agreement. Representatives shall provide the Chief Human Resources Officer reasonable notice with the purpose for the visit prior to such visitations. Non-employee representatives may be required to be escorted by an individual Union member approved by the Chief Human Resources Officer while on the premises.
3. The Union agrees that Union activities shall not interfere with the normal work duties of employees and that any contact with individual employees or groups of employees, unless mutually agreed otherwise, shall take place during the employees' non-work time, including but not limited to breaks and meal breaks.
4. UMC reserves the right to designate a meeting place or to provide a representative to accompany a Union representative where operational requirements do not permit unlimited access.
5. Before leaving their respective department, all Union representatives shall submit a release time form, which shall be made available in the department, to his/her immediate supervisor in order to receive release time from duty each time he/she conducts Union business. The representative shall not leave his/her respective department until he/she has notified the immediate supervisor of the need to conduct Union business and obtain either written or verbal (if release forms are not available) permission to do so. Representatives shall be relieved of duty unless operational demands prohibit granting the request. The Union representative will make every reasonable effort to provide his/her immediate supervisor as much advanced notice as possible of the need to conduct Union business as defined by paragraph 6 of this Article. In-as-much as possible, when the representative is notified of the need to represent a member 24 hours (or 5 hours in the case of an egregious violation) in advance, as described in other articles of this Agreement, the Union representative will be held responsible for notifying his/her immediate supervisor 24 hours (or 5 hours in the case of

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an egregious violation) in advance of the need to be absent from work to conduct Union business, provided that the affected employee has been notified at least 24 hours (or 5 hours in the case of an egregious violation) in advance of the meeting and advised of the purpose, time, date and site of the meeting, except when an employee's continued presence in the work place is unsafe for co-workers, the public or other UMC resources. Use of representative time shall not be abused by the employee and use of said time will not be unreasonably withheld by the immediate supervisor. Employees may select one of the other Union representatives in the absence of the respective representative who is on authorized leave or is otherwise unavailable. If no Union representative is available, the employee may use an employee of his/her choice. Employees using union release time are responsible for accurate and timely reporting of hours.

6. Union business shall include the investigation of grievances, representation of employees at meetings scheduled and held with management at any step of the grievance procedure, demotion/suspension/termination hearings, attendance at Labor/ Management meetings and monthly Union representative meetings. Only 20 representatives may use release time to attend the monthly Union representative meeting. Prior to the monthly Union representative meeting, the Union may request of the Chief Human Resources Officer that additional representatives be released to attend the meeting. Approval of such request will be at UMC's discretion; however, requests will not be unreasonably denied. Payment for such meetings will be processed upon receipt of the sign-in sheet from the Union in accordance with Section 7. All charges will be applied to a separate accounting code for identification purpose. Any other Union related activities shall be deducted from the hours defined in Section 8. Only one (1) representative shall be allowed to investigate a grievance or represent an employee during any one shift, regardless of the number of employees involved in a particular grievance. One (1) newly elected or appointed steward may accompany a steward, and one (1) new hire or appointed UMC leader, hearing officer or HR Representative may accompany UMC leadership, to attend to two meetings or hearings with management as a silent observer during the first 90 sixty (60) days of their appointment (steward) / new hire or appointment (mgmt/hearing officer/HR). The silent observer may be released by their his/her supervisor if operational demands allow and use Union bank time (approved by the President of SEIU) if attendance is during the steward's normal work time. Employees using union release time are responsible for accurate and timely reporting of hours.
7. The Union shall furnish UMC a copy of the record of attendance of the monthly Union representative meeting.
8. For each separate fiscal year covered by the term of this Agreement, the Union will be allocated a total of ~~2000300~~ ~~1000~~ 340 hours leave without loss of pay for designated Union members to attend conferences, legislative sessions, conventions, and other Union business not specified in Section 6. Use of these hours must be approved by two of the Chief Stewards of UMC. If Union bank hours are exceeded, the employee shall be given the option to use Consolidated Annual Leave or Voluntary Unpaid Leave or Leave Without Pay, pursuant to Articles 21 and 23 of this Agreement. Per diem and/or travel shall not be provided by UMC. Such leave shall not be cumulative from fiscal year to fiscal year. UMC shall not be responsible for any industrial injury claims resulting from activities performed on behalf of the Union away from UMC work locations during normal work hours. Bank hours may be denied based on operational demands. Employees using union release time are responsible for accurate and timely reporting of hours.
9. The parties agree to a pre-conference meeting prior to formal negotiations commencing to meet and confer to the logistics of negotiations including the number of team members and observers attending negotiation sessions.
10. If the Union President is an employee of UMC, he/she shall be granted 40 hours release time each week with pay including premiums and the accrual of all earned benefits to accomplish Union business. When an employee has completed his/her service as President, he/she shall be returned to his/her previous position without loss of any status or benefit governed by this Agreement.
11. The Union Chief Stewards shall be provided a combined 48 hours release time each week with pay including premiums and the accrual of all earned benefits in order to conduct duties associated with his/her office, or if the Union chooses, two (2) or more Chief Stewards each shall be granted a portion of the 48 hours release time for the week as agreed to by the Chief Stewards and the President of the Union. When an employee has completed his/her services as a Chief Steward he/she shall be returned to his/her previous position without loss of any status or benefit governed by this Agreement. In the absence of one of the Union Chief Stewards, the other Union Chief Steward(s) may be assigned additional hours, not to exceed 48 hours

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aggregate. If one of the Union Chief Stewards is not available, the President of the Union may designate the Vice President or one of the other Stewards to receive the release time normally assigned to that Chief Steward.

12. The Union Chief Stewards or their designee shall be allowed thirty (30) minutes during Human Resources New Hire Orientation for the purpose of orienting new employees to the Union and its structure. The time may not be used to make personal attacks or unfavorable comments regarding the administration and/or operations of UMC.
13. UMC shall provide the Union reasonable space (at least 24" x 36") on a designated bulletin board in a readily accessible area in each department that is normally used for communications to employees, to the Union for the posting of materials related to Union business. UMC shall provide a locked, glass enclosed bulletin board outside the cafeteria measuring at least 36 x 36 inches. Any materials posted on any bulletin board must be dated and initialed by a Union Officer, the Executive Director or Chief Steward responsible for the posting and the Union will make every reasonable effort to provide a copy of all materials posted to the Chief Human Resources Officer prior to or at the time of posting.
14. Union notices relating to the following matters may be posted without the necessity of receiving the Chief Human Resources Officer prior approval:
  - a. Union recreational and social affairs;
  - b. notice of Union meetings;
  - c. Union officers and committee appointments;
  - d. notice of Union elections;
  - e. results of Union elections
  - f. reports of standing committees and independent arms of the Union; and,
  - g. publications, rulings or policies of the Union.
15. All other notices of any kind not covered by (a) through (g) above must receive prior approval of the Chief Human Resources Officer. It is also understood that no material may be posted on any bulletin boards at any time which contain the following:
  - a. personal attacks upon any other member or any other employee;
  - b. scandalous, scurrilous or derogatory attacks upon the administration;
  - c. scandalous, scurrilous or derogatory attacks upon a candidate for a partisan political office.
16. The Union and UMC agree that the LMC shall meet and agree on a clock in/clock out procedure acceptable to the Union and UMC within ninety (90) days of the effective date of this Agreement.

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**ARTICLE 8**  
**Employee Deductions**

1. UMC shall deduct from the wages of those employees who are members of the Union and pay over to the proper officers of the Union any monies which the Union advises may be due it from such members, provided that the employee who is a member of the Union has individually and voluntarily authorized such deductions to be made.
2. UMC agrees not to honor any checkoff authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees for the purpose of negotiation for wages, hours, and working conditions, and other fringe benefits for its members unless otherwise authorized by the Local Government Employee Management Relations Board.
3. The Union agrees to indemnify, defend and hold UMC harmless against any and all claims or suits that may arise out of or by reason of action taken by UMC in reliance upon authorization cards submitted by the Union to UMC. The Union agrees to refund to UMC any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.
4. The Union will certify to Human Resources, in writing, the current rate of membership dues. UMC will have thirty (30) days upon receipt of notification of change of rate to implement such change.
5. The Union will certify through Human Resources, in writing, the current rate of membership dues. Once the Union provides an employee signed or authorized dues deduction form to UMC either in paper or electronic form, UMC will make every reasonable effort to honor the dues deduction by the next payday of the month. However, in no event shall the deduction be accomplished later than the second (2nd) payday following the receipt of the dues deduction form. Dues shall be remitted to the Union by UMC on a monthly, bi-weekly or weekly basis coinciding with the pay periods of UMC, whichever the Union requests (with thirty (30) calendar days advance notice to Human Resources).
6. If an employee-member transfers to another bargaining unit position he/she shall be continued on the dues deduction rolls.
7. UMC shall deduct from each employee's check an amount voluntarily authorized for the COPE (Committee On Political Education) and submit



monthly, bi-weekly, or weekly to the Union, whichever the Union requests. Once the Union provides an authorized deduction form for the COPE (Committee on Political Education) to UMC, UMC will make every reasonable effort to honor the COPE deduction by the next payday of the month. However, in no event shall the deduction be accomplished later than the second (2nd) payday following the receipt of the COPE deduction form. COPE deductions shall be remitted to the Union by UMC on a monthly, bi-weekly or weekly basis coinciding with the pay periods of UMC, whichever the Union requests (with thirty (30) calendar days advance notice to Human Resources).

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**ARTICLE 9**  
**Grievance and Arbitration Procedure**

1. It is the intent of this Article to provide a means for the reasonable settlement of certain disputes between an employee(s), or the Union acting on behalf of an employee(s) and UMC, and/or the Union and UMC. The following definitions shall be applicable with regard to the purpose of this Agreement. Provisions specifically excluded in articles contained within this Agreement from this grievance and arbitration procedure are excluded from the provisions of this Article.

A grievance shall be defined as a dispute regarding the interpretation and application of the provisions of this Agreement filed by the Union or by an employee(s) or the Union acting on behalf of an employee(s) covered by this Agreement alleging a violation of the terms and provisions of this Agreement.

2. Grievances shall be handled in the following manner (excluding those issues that fall under the purview of Section 3 and Section 4 below, or Suspension Pending Termination, which will start at Step 2):

**Step 1 - Meeting**

- a. The intent of a Step One meeting is for the employee or the Union on behalf of the employee to meet with the employee's Director (e.g., Assistant Director, Executive Director) to review the facts regarding the dispute and to hold an informal discussion as to any potential resolution or mitigation of the dispute. It is during this meeting that the Director may agree to modify disciplinary actions or to offer a last chance Agreement as an alternative to suspension pending termination. The employee or the Union on behalf of the employee must request, in writing, within fourteen (14) calendar days of receipt of the discipline or from the date the employee knew, or should have known, of the alleged violation of any provision of this Agreement, to meet with the aggrieved employee's Director, in an effort to resolve the issue. The Step 1 meeting shall take place within twenty-one (21) calendar days of the date the request is received by the Director unless mutually agreed to extend the date of the meeting. If no such meeting is held, the grievance shall automatically be considered appealed to Step 2.
- b. The Step 1 meeting includes the Director, the aggrieved employee, the Union (at the request of the employee), the management representative administering discipline or responsible for the alleged violation of the Agreement, and a representative from Human Resources (at the request of management) whom shall function in an advisory capacity. Unless mutually agreed to, the parties agree that the number of UMC and Union representatives present at the meeting will be equal. Any and all documentation, including witness statements, relied upon by UMC to administer discipline and/or to be used in a hearing, shall be provided to the employee(s), or the Union acting on behalf of the employee(s), at least seven (7) calendar days prior to the scheduled hearing date. The Union, likewise, shall provide a copy of all documentation, including witness statements, it intends to use in the hearing, at least seven (7) calendar days prior to the scheduled hearing date. At the Union's request and with the approval of the employee, the Union steward may meet privately with the Director in an effort to resolve the dispute amicably. Any decision by the Union steward and Director must also be approved by the employee. If an Agreement is reached, the parties agree not to further pursue the grievance procedure. Last chance Agreements must be signed by the Director, Union Executive Director and the employee affected by Agreement.
- c. The parties may agree to a resolution at the meeting which will be summarized in writing by the Director. However, the Director may also request time to consider potential

resolutions. Within seven (7) calendar days of the completion of the Step 1 meeting, the Director shall communicate in writing his/her decision regarding the dispute. The Director shall provide a copy of his/her communication to the grievant, the Union Chief Steward (and Union Steward if applicable) and Human Resources. In the event the Director does not respond within the seven (7) calendar days as herein provided or the parties have not mutually agreed to extend the timeline, the grievance shall be considered granted in the employee's favor.

### Step 2 - Hearing

- a. If the matter is not resolved at Step 1 or no Step 1 meeting is held, the employee(s) or the Union on behalf of an employee(s) may file a formal written grievance, which includes the basis for the appeal and any supporting documentation, such as the notice of discipline (in the case of discipline), unless such documentation does not exist or has not been made available to the grievant or the Union. The grievance must be filed with the Department Director, with a copy to the Chief Human Resources Officer via email, or a hand delivered within fourteen (14) calendar days after receiving the Step 1 decision, unless automatically appealed as provided herein.
- b. The grievance shall be submitted on a form mutually agreed to by the parties and shall state the article and section(s) of the Agreement alleged to have been violated, a proposed remedy and what steps were taken to resolve the dispute. The form must identify the Union representative or employee bringing forth the complaint. Forms without the signature will be accepted and forwarded to the Chief Steward or the field representative for informational purposes. All actions and time limits will start upon the email date stamp or Human Resources' date stamped receipt of the filed grievance.
- c. Human Resources, in conjunction with the employee(s), or the Union on behalf of the employee(s), shall make every reasonable effort to coordinate jointly meet jointly within fourteen (14) calendar days of receipt of the grievance to select: 1) the Hearing Officer(s) to preside over the step 2 hearing (by mutual Agreement and, the parties may agree to select a panel of three members to hear the grievance) and; 2) a mutually agreeable time and date to conduct the hearing. No hearing officer shall hear a case in which he/she they participated in the investigation or decision. Once the selection of the Hearing Officer(s) and date has been completed, UMC shall verify the availability of the Hearing Officer(s) for the selected time/date. Any difficulties with the selected Hearing Officer's availability shall be discussed with the affected employee(s) or the Union on behalf of the employee(s) and the parties may mutually select another Hearing Officer(s) or agree to change the date of the hearing to meet the availability of the Hearing Officer(s). Once verification of availability has been established, Human Resources shall provide the Hearing Officer and the Union written verification of the time, date and place of the scheduled hearing, to be conducted within twenty-one (21) calendar days from the date the appeal, at Step 2, is received by Human Resources. The date of the hearing may be extended by mutual Agreement of the parties. Any and all documentation, including witness statements, relied upon by UMC to administer discipline and/or to be used in a hearing, shall be provided to the employee(s), or the Union acting on behalf of the employee(s), at least seven (7) calendar days prior to the scheduled hearing date. The Union, likewise, shall provide a copy of all documentation, including witness statements, it intends to use in the hearing, at least seven (7) calendar days prior to the scheduled hearing date. Neither party will provide the Hearing Officer information about the content of the grievance beyond the Grievant's name prior to the hearing date. The Hearing Officer(s) will render a written decision seven (7) calendar days of the conclusion of the Step 2 hearing, unless an

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extension of time is agreed upon by all parties. The Hearing Officer(s) shall provide a copy of the decision to the grievant, the Union Chief Steward and Human Resources. The Hearing Officer(s) may uphold, modify, or reverse the action taken.

- d. The hearing will be conducted in an informal manner and shall not follow formal rules of evidence. The employee may represent ~~himself/herself~~ themselves or be represented by a Chief Steward of the Union, a Union Staff Representative, or Chief Steward designee. Unless mutually agreed to, the parties agree that the number of UMC and Union representatives present at the meeting will be equal. The employee or representative shall be given an explanation of the evidence against ~~him/her~~ them, and shall be given an opportunity to respond to all specified allegations. The hearing officer(s) shall admit all presented evidence and provide weight ~~he/she~~ they believes the evidence deserves in rendering ~~he/she~~ their decision. There will not be witnesses called as a general rule; however, the hearing officer(s) has the right to call a particular witness and ask the witness questions. Oral witness testimony, as requested by the Hearing Officer(s), must be during the hearing process. Neither management nor the employee or his/her representative will be allowed to question any witnesses.
- e. Hearing officers shall receive training in dispute resolution and the terms of the Collective Bargaining Agreement. UMC and the Union shall mutually agree as to when and where the in-service will occur, and the Union shall be allowed to participate in the in-service.
- f. A settlement of a grievance (including but not limited to a Last Chance Agreement), can occur at any step of the grievance and arbitration process. Any settlement of a grievance will be reduced to writing as a non-precedent agreement and shall be consistent with the terms of this Agreement.

### Step 3 - Arbitration **REDLINED TA's**

1. In the event the parties are unable to resolve the grievance the Union shall provide notice of intent to arbitrate in writing to the Chief Human Resources Officer within seven (7) calendar days following the day of the decision of Step 2.
2. **Arbitrator Selection:** Both parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators from which the arbitrator shall be selected. Failure on the part of the Union or employee to submit a request to either FMCS within 30 calendar days of the Step 2 hearing decision will result in the grievance being abandoned and the Step 2 hearing decision will prevail. Such selection shall be accomplished by the Union and the Chief Human Resource Officer or designee by striking one (1) name from the list (on rotational basis per request for arbitration) in turn, until only one (1) name remains.
  - a. Both parties will make every effort to mutually set forth the issue(s) to be arbitrated in advance of the arbitration hearing date.
  - b. The arbitrator shall act in a judicial not legislative capacity and is expected to perform ~~his/her~~ their function in accordance with the case law regarding labor arbitration, the provision of U.S. Uniform Arbitration Act and where applicable, the NRS. The arbitrator shall not have authority to modify, amend, alter, ignore, add to or subtract from any provision of this Agreement. ~~He/she~~ They shall consider and render a decision with respect to the specific issue(s) as set forth in the grievance and not on any other issue not submitted to ~~him/her~~ them. Only one (1) grievance may be decided per arbitrator per hearing, however, the parties may mutually agree to waive this requirement. The arbitrator is without power to issue an award inconsistent with the governing statutes and/or ordinances of the jurisdiction. The arbitrator, in the

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absence of expressed written Agreement of the parties of this Agreement, shall not have authority to rule on any dispute between the parties which is not within the definition of a grievance as defined in this Agreement. The arbitrator shall consider and decide only the particular issues presented by the Union and/or UMC and the decision shall be solely on his/her interpretation of the application of the expressed terms of this Agreement. Any and all settlements and awards issued by the arbitrator shall be limited on retroactivity to the date of the alleged violation or date of filing of the grievance as decided by the arbitrator subject to the provisions of this Agreement. The arbitrator shall not have the authority to excuse a failure by the Union or UMC to comply with the time limitations set forth above, or in accordance to Article 9, Section 5, unless mutually agreed by both parties.

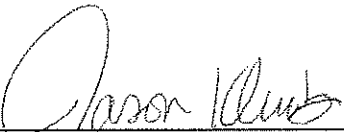
- c. The arbitrator's decision rendered, consistent with the terms of this Agreement, shall be final and binding on all parties of this Agreement. The decision shall be rendered in writing within thirty (30) calendar days after the closing of the hearing or the filing of briefs, whichever is later.
- d. The expenses of arbitration shall be borne equally by UMC and the Union. Expenses incurred by either party in the preparation or presentation of its case are to be borne by the party incurring such expense.
- e. The grievant, and no more than three (3) Union witnesses, shall be released without loss of pay for attendance at official grievance meetings and/or arbitration hearings. UMC may limit the release of witnesses to meet operational requirements. This provision shall not be construed to limit or preclude the Union from calling additional witnesses at the Union's expense, nor prohibit the parties from agreeing to release from duty, without loss of pay, additional witnesses for the purpose of testifying at official grievance meetings and/or arbitration hearings.

### 3. Equal Opportunity/Anti-Discrimination Procedures

- a. Allegations of discrimination/harassment should be identified not later than the conclusion of the Step 1 meeting of the grievance process, so that a timely investigation may be conducted.
- b. In the investigation of a complaint the UMC Equal Opportunity Program (EOP) Manager or designee shall use the processes outlined in the UMC Equal Opportunity, Anti-Discrimination and Anti-Harassment Action Plan based on the nature of the complaint.
- c. Any employee covered by the terms of this Agreement who is requested to provide a statement or testify in connection with an investigation, or is the subject of the investigation/complaint will be provided 24 hours advanced notice of the meeting. The employee who is being charged or investigated, at his/her them request, may have a Union representative accompany him/her them to the interview and any other applicable meetings regarding the incident being investigated, including any step of the disciplinary process. A representative from Human Resources may also be present at these investigative meetings. However, the unavailability of a specific Union or management representative is not grounds for postponement of the interview.
- d. Grievances on those matters for which the Nevada Equal Rights Commission, Equal Employment Opportunity Commission (EEOC) or the EOP Manager have jurisdiction, will be referred to and processed by the EOP Manager for investigation, pursuant to the UMC Equal Opportunity, Non-Discrimination and Anti-Harassment Action Plan. If discipline results from the investigation, the employee(s) shall be eligible for a Step 1 meeting, Step 2 Hearing and Step 3 Arbitration in accordance with Section 2 of this

~~Article. Union Representatives will have access to documents and statements used in the complaint if discipline is issued and will sign a confidentiality agreement to protect the privacy of the parties.~~

- e. In acknowledgment of the mutual concerns of UMC and the Union regarding the NERC/EEOC/EOP process, the parties mutually agree to meet and review the effectiveness of the processes identified above no later than one (1) year from the date of ratification and approval of this Agreement. If at that time, the parties mutually agree this provision may be reopened to address any identified concerns.
4. Interpretation Grievances. The Union may file a grievance disputing management's interpretation and application of a provision of the collective bargaining Agreement by submitting their grievance to the Chief Human Resources Office (CHRO) within fourteen (14) calendar days of the date the issue was discovered by the Union. The CHRO or HR Director Leader will schedule and hold an informal meeting within fourteen (14) calendar days with the Union representative in an effort to resolve the grievance. If the parties are unable to reach an Agreement during the meeting or subsequent meetings (mutually agreed to be held by the parties), the Union may file a request for arbitration in accordance with Section 2, Step 3 – Arbitration of this Article.
5. If mutually agreed, either party may request a waiver of the time limitations set forth in this Article. A grievance not processed in accordance with the time limitations set forth in this Article shall be considered vacant or abandoned. Failure on the part of UMC to respond to a grievance in accordance with the time limits set forth in this Article shall result in the grievance advancing to the next step of the procedure. The failure on the part of management to process a grievance will be given serious weight in the resolution or retroactivity of an award. A waiver of timeliness requested by the employee, or the Union on behalf of the employee or UMC, will be taken into consideration in the determination of any retroactive award.
6. No management designee shall hear the same grievance at more than one step.

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**ARTICLE 10**  
**Discipline and Discharge**

1. No employee who has satisfactorily completed his/her their probationary period may be disciplined, demoted, suspended or terminated without just cause. Just cause may include, but is not limited to insubordination, misconduct, mental or physical disability as shown by competent medical evidence, inefficiency, excessive tardiness or excessive absenteeism, abuse of sick leave or authorized leaves, criminal conduct, withholding services as a result of a strike, failure to perform job duties, and violation of established departmental work rules or procedures. An employee and his/her their Union Chief Steward, Steward, or Union Representative, (UMC will only be required to provide one copy to one of the individuals) when the employee has authorized the release, shall be provided with copies of any written documents and the identity of any witnesses used against the employee which were the basis for the adverse action taken. Due regard shall be given to maintaining patient confidentiality.
2. In the event that UMC wishes to terminate the employment of any non- temporary or non-per diem employee, UMC shall provide the affected employee with a letter of intent to terminate employment setting forth the charges upon which the proposed termination is based. The employee will be suspended without pay pending the determination of any hearing held in accordance with Article 9 - Grievance and Arbitration Procedure.
3. No employee shall be held in unpaid investigatory suspension for more than seven (7) calendar days. No employee may be held in a paid investigatory suspension for longer than fourteen (14) calendar days unless mutually agreed upon by the parties.

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**ARTICLE 11**  
**Per Diem Employees**

1. It is the intent of UMC to, whenever possible, meet staffing needs of the facility with regular full and part time employees. Per diem employees shall not be utilized in a manner that would ultimately result in the elimination, erosion, or replacement of full or part time positions. This Article sets forth the terms and conditions of per diem employment. Requirements for maintaining per diem status are established by UMC. Per diem work assignments are designed to add to or substitute for staff on a pre-scheduled basis (for example: fill in for scheduled CAL/EIB or other absences, including FMLA, workers' compensation, etc.), or as needed on a day to day basis, as determined by UMC (for example: fluctuating census, unavailability of regular staff, etc.).
  
2. Per diem employees may be scheduled or not scheduled, or called off from a pre-established schedule. Per diem employees must be available to rotate or work any shift based on hospital or department need. The per diem employee shall provide written notice to their his/her supervisor of their his/her availability based on hospital/departmental needs. Additionally, a per diem employee's eligibility for scheduling may be discontinued at any time at the sole discretion of UMC and without recourse to the Grievance and Arbitration Procedure and/or Discipline and Discharge Articles, of this Agreement (Articles 9 and 10 respectively), if such removal from the schedule is related to any of the following:
  - a. UMC no longer needing the services of a per diem employee due to lack of work, whether projected to be temporary or permanent.
  
  - b. The per diem employee is unavailable (including not providing availability to work and/or being unavailable to work when needed and/or contacted) based on the needs identified by the department. The needs include shift length and start time/end time. The employee must complete the eight (8), ten (10), or twelve (12) hour shift identified. Four (4) hour shifts only count towards availability if the employee is called in by management due to an emergency.
    1. **Exceptions to Availability** – With approval of the supervisor one 4-week rotation per calendar year may be missed by the per diem employee and not affect availability.
  
    2. **Prime Holiday Availability** – Employee must be available to work a minimum of one (1) summer prime holiday and one (1) winter prime holiday. Summer prime holidays are Independence Day, Labor Day, and Memorial Day. Winter prime holidays are Thanksgiving, Christmas and New Years Day. In the ambulatory clinic system, the requirement is the day before or after the identified prime holiday. Per diem employees will be required to work these prime holidays after volunteers are solicited and before benefitted employees are assigned to fill the shift.
  
    3. **Weekend Availability** – ~~Employee must be available to work a minimum of one weekend shift per month.~~ Employee must provide at least one (1) weekend shift of availability per month.



4. **Failure To Meet Availability** – Employee must respond to management's contact attempts to identify the available shifts. Failure to respond to three contact attempts within a 90 calendar day period will result in termination. Once the employee indicates the shifts he/she can work from the department's identified needs, failure to respond to actually be scheduled will be considered as failure to meet the availability requirement.

C. During any rolling 6–12 month period, a per diem employee will be subject to the following:


1. Four (4) tardies – employee shall receive a final written warning indicating that the next tardy in three months from the date of notification will result in termination.
2. Five (5) absences – employee shall receive a final written warning indicating that the next call off or absence in three months from the date of notification will result in termination. Habitual and/or abusive absenteeism may result in immediate termination without prior warnings.
3. One (1) no call – no show – employee shall receive a final written warning indicating that the next no call – no show in 12 months from date of notification will result in termination. Employees with consecutive no call – no shows may be terminated without prior warnings.


4. The definition of a tardy, or absence (including habitual or abusive absenteeism) and no call – no show is the same as specified for benefitted employees.

3. Per diem employees will not be scheduled for work hours until all regular full and part-time employees in the unit are scheduled for their hours of work in accordance with all applicable scheduling timelines. For departments that self-schedule, per diem employees will be placed on the schedule (based on their availability) prior to balancing of the schedule with benefitted employees. A per diem employee, who is filling in for another employee on a scheduled absence, may be scheduled to fill the absent employee's shift. UMC is not required to fill the shift of the absent employee with another full or part-time employee.

4. Beginning with the 2081<sup>st</sup> hour worked a per diem employee, upon written request to Human Resources, prior to the position being posted, shall be entitled non-competitively to the next available regular full or part time position in their his/her classification within ~~their~~ his/her current department except where a recall list exists. Human Resources and/or its designee shall notify the per diem employee by the end of the month in which they have ~~he/she has~~ worked the 2081<sup>st</sup> hour. Per diem employees are not eligible for this benefit if their personnel file includes a final written disciplinary action not eligible for removal. If a Per diem employee offered a full or part time position refuses the position, their his/her name will be placed at the bottom of the list of Per diem employees eligible for such consideration. A second refusal (as the top Per diem employee on the list when a subsequent position is offered) will remove the Per diem employee from non-competitive entitlement for a full or part time position under the provisions of this section. Part-time employees (.5 FTE to .7 FTE) who have completed probation or qualifying period will be granted precedence to a full time position in their current department over a per diem employee following this same procedure.

5. The parties understand that per diem employment is designed to be supplemental and sporadic as delineated in Sections 1 and 2 of this Article, and that economic benefits (other than wages and those benefits specifically referred to in the following section) are not applicable.
  
6. Per diem employees are covered by the following Articles of this Agreement:
  - a. Article 1: Agreement; Article 2: Intent; Article 3: Recognition; Article 4: Discrimination Clause; Article 5: Management Rights; Article 6: Employee Rights; Article 7 (except Sections 10 and 11): Union Rights; Article 8: Employee Deductions; Article 9: Grievance and Arbitration; Article 10: Discipline and Discharge; Article 11: Per Diem Employees; Article 14 (Sections 1, 2, and 3): Salary; Article 16 (except Sections 2, 8, 9 and 10): Hours of Work; Article 17 (Sections 1, 2, 5, 6, 7 and 10 only): Overtime; Article 19 - Acting Appointment; Article 23 (except Sections 2, 3, 4, 5, 7 and 8): Miscellaneous Leave; Article 26: Workers' Compensation; Article 28, (Section 9 only) - Education/ Training; Article 31 (Section 1 only): Call Off Procedure; Article 37 (Section 1 only); Article 39 (Section 5 only) : Floating Policy; Article 41: General Savings Clause; Article 42: Entire Agreement; Article 43: Anti-Strike Clause; Article 45: Term of Agreement; Appendix B : Per Diem Rates; Appendix C: Observation Report; and Appendix D: Definitions.
  
  - b. Prescheduled stand-by hours will be offered to full-time and part-time employees before per diem employees provided the full-time or part-time employee possesses the specific skills, knowledge, and abilities. Similarly acting appointments will be offered to full-time and part-time employees who are working on shift in that department before per diem employees provided the full-time or part-time employee possesses the specific skills, knowledge, and abilities.
  
  - c. Per diem employees may use the Grievance and Arbitration Procedures and Discipline and Discharge Articles of this Agreement only with respect to alleged violations of those articles by which they are covered excluding those reasons outlined in Section 2 of this Article, when the per diem employee works a minimum of 840 hours (as a per diem employee) in a 12 month period based on anniversary date.
  
7. Effective the first full pay period following July 1, 2009, per diem employees will pay 7.5% into a fixed deferred compensation plan, in compliance with the federal Omnibus Budget Reconciliation Act (OBRA), for their retirement benefits rather than making social security contributions. Such contribution is pre-tax and is accessible to the employee after separation from UMC employment. Per diem employees who qualify for employer paid Public Employees Retirement System (PERS) benefits will no longer contribute to this deferred compensation plan. It is not the intent of UMC to use this provision to increase the number of per diem employees.

  
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**ARTICLE 12  
Personnel Layoff, Recall and Appeal Procedure**

Layoff is defined as any involuntary separation wherein management eliminates a position without prejudice to the incumbent.

The determination of the number of positions, classifications and departments to be affected by a layoff is a management right. UMC and the Union agree that layoff and recall of personnel and appeals of these actions as it pertains to employees covered under this Agreement shall be prescribed below. Upon any layoffs, UMC shall meet and confer with the Union to discuss the impact of the layoffs on the bargaining unit.

Positions eliminated/laid off will not be performed in total by a lower classification. Such position will not be replaced by a newly created per diem position beyond the original complement for the affected area without determining if a full time position is viable.

**I -- Layoff Process**

**Section 1 – Layoff Notification**

Separation due to layoff shall require the giving of at least thirty (30) calendar days advanced written notice to the employee and the Union, unless emergent circumstances exist, clearly beyond the control of UMC, which prevents UMC from having enough notice to give the thirty (30) calendar days notice to the employee and the Union. In no event shall an employee be laid off without fourteen (14) calendar days advanced written notice of the effective date of layoff to the affected employee(s) and the Union, except in such instance where the employee(s) agree to accept payment in lieu of notice, of an equivalent amount of the employee's base salary (as defined in Appendix D) by UMC.

**Section 2 – Informational Meeting(s)**

Affected employees will be identified as a group and be notified in writing that a potential layoff may occur. The notification will include a date, time, and location of informational meeting(s) to attend. The informational meeting(s) will include written notification of the layoff process, individual seniority dates of those potentially affected, a current list of approved vacant positions (by classification, FTE status, and location), and notification of other informational meeting(s) and/or selection meeting(s). The list of positions will be provided by the organization and verified by UMC Human Resources. It is understood that the list is dynamic and may be updated at any time prior to the selection meeting.

**Section 3 – Layoff Order**

1. If it is determined that layoffs are necessary, employees will be laid off in the following order:
  - a. Temporary employees in the affected classification(s).
  - b. Per diem employees in the affected classification(s).
  - c. Probationary employees from the affected classification(s).
2. In the event of further reductions in force, employees will be laid off from the affected classification in inverse order of their classification seniority or hospital wide seniority (as defined in Article 29) in the event an employee has been reduced in grade in accordance with this Article.
3. As stated in Section 2 hereof, in every instance, the employee(s) with the least amount of seniority in the affected classification(s) shall be laid off first, except where it has been determined, by UMC, that a less senior employee must be retained who possesses specific knowledge, skills, and abilities, beyond those of the senior employee(s), that are necessary for the continued operation of that department. Such determination is subject to Section 3 Appeal, of this Article.
4. As a result of the application of this layoff procedure, UMC may cause the reassignment, transfer, reduction in grade, change in FTE status, or any combination thereof, of any employee based on the applicable seniority as defined in Article 29. UMC shall make every effort to help employees who are

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displaced to find other positions in the UMC system.

**Section 4 – Selection Meeting**

1. In order of classification seniority (most senior first), each affected employee shall attend the selection meeting and will be offered options in the order identified below. If the option is not available at the time of his/her ~~their~~ turn, the employee will be offered the next option. Each employee must attend the selection meeting in person unless prior arrangements have been made and approved by UMC and SEIU. Failure to attend or have prior approved arrangements will result in the employee giving up rights to the provisions of this article. Application of the layoff process may result in employees not originally identified being affected due to displacement. Should that occur, UMC will identify the employees as a group and follow the process in this article for all such affected employees.
2. If available, the employee will be provided two one options in the following order:
  - a. ~~Select one of two or more (the vacant approved position(s) in the same classification and benefitted status (e.g., 0.9 to 1.0) at the equivalent FTE status for which the employee has the knowledge, skills, abilities, and qualifications to perform the duties of the position.~~
  - b. ~~If only one vacant approved position exists, the employee will have the option of selecting from the one vacant approved position or displace the least senior employee within the same classification providing the employee has the knowledge, skills, abilities, and qualifications to perform the duties of that position.~~
  - c. ~~b. If no vacant approved positions exist, the employee will have the option of displacing the least or second-least senior employee within the same classification providing the employee has the knowledge, skills, abilities, and qualifications to perform the duties of that position.~~
  - d. ~~c. If there is no opportunity to displace an employee in the same classification then the employee will have the option to elect a reduction in grade classification series and follow the same process as identified in above in 2 g, b-e for the lower classification providing the employee targeted for layoff has the knowledge, skills, abilities and qualifications to perform the duties of the position in that other department.~~
  - e. ~~d. An employee targeted for layoff will have the right to elect a reduction in grade to a lower classification in any classification within his/her department provided that the employee has completed a probationary period in that position, the department has a vacant position, and the Department Head determines the employee has the knowledge, skills, abilities, and qualifications to perform the duties of the position.~~
  - f. ~~Acceptance of a vacant approved position in the classification series (unless as identified above) or selection/displacement of a position in a lower FTE status is not required.~~
3. No employee will have the right to displace an employee in a higher classification or FTE status than he/she ~~they~~ currently fills.
4. An employee reduced in grade may have his/her salary reduced and in no event shall exceed the maximum for the class, but shall not have his/her ~~their~~ anniversary date (as defined in Appendix D) adjusted.
5. The assignment of an employee to a position within a classification will be made by the Department Head.
6. Once a selection is made the employee will be given a written document identifying the option selected as well as the contact information of the new supervisor/manager, and seniority dates as applicable, and whether the employee will be placed on a recall list. Once the selection is made and the employee receives his/her ~~their~~ written confirmation of the selection, he/she ~~they~~ may not change his/her ~~their~~ selection.
7. If as a result of the layoff process, a cost center receives an employee(s), the department will conduct a complete shift bid within thirty (30) calendar days of the final movement of the layoff process. The effective date of bid changes will be consistent with Article 16, section 2. This bid will not be considered a departmental reorganization or count towards the shift bids identified in Article 16, section 9.

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## II - Recall Process

### Section 1 - Recall list

1. ~~An employee declining an available option identified above (Section 4, 2) will not be placed on a recall list unless that option is a~~ ~~An employee who is reduced in FTE status or classification as a result of the decision to administer a layoff shall have his/her name placed on the appropriate recall list(s).~~ Human Resources will maintain all recall lists and provide such lists to the Union.
2. The recall lists will be organized by classification. Employees will be listed on the appropriate list in classification seniority order. The list will include the employee's previous classification, FTE status, and Cost Center.
3. Any employee who is placed on a recall list shall provide Human Resources, in writing, a preference for method of notification (e.g. email, letter via U.S. postal service, or phone) of potential positions should they become available.

### Section 2 - Recall list duration

Employees will remain on the recall list based on the following:

- 0 - 5 Years of Service = 1 year recall period
- 5 + Years of Service = 2 year recall period

### Section 3 - Application of and removal from the recall list

1. When a vacant and approved position(s) becomes available in a classification on the recall list, human resources will review the applicable recall list. ~~If an employee(s) on the recall list was affected from that cost center he/she they will be offered the position in classification seniority order.~~ If no employee from the cost center is on the recall list, human resources will offer the position in classification seniority order.
2. Human resources shall notify the employee through his/her identified preferred method of an offer of recall and the employee shall, within five (5) working days of receipt, respond affirmatively in person to the Chief Human Resources Officer of acceptance of the offer of recall. Failure to respond within five (5) working days will constitute waiver of the right to recall and that person will be removed from the recall list. An employee must be available for work within two (2) weeks of acceptance of the offer.
3. An employee will be removed from the recall list prior to the expiration listed in section 2 above under the following circumstances:
  - Voluntary separation
  - Involuntary separation
  - Promotion
  - Acceptance of any position through an open and competitive recruitment
  - Acceptance of a recall to an equivalent position in the home cost center

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Employee(s) recalled who choose to exercise Article 13, section 5-a, of this Agreement will be placed back on the recall list for the remainder of the applicable recall period.

4. If as a result of the recall process, a cost center receives an employee(s), the department will conduct a complete shift bid if the recalled employee is not the least senior employee in the receiving cost center. Such bid will occur within thirty (30) calendar days of the of the recall but under no circumstances shall there be more than three (3) bids in any twelve (12) month period as a result of this section. The effective date of bids will be consistent with Article 16, section 2. This bid will not be considered a departmental reorganization or count towards the shift bids identified in Article 16, section 9.

*JK*  
*KAR*

UMC 1<sup>st</sup> Counter to SEIU 04.25.24

5. Upon recall after layoff, the time that the person was on layoff shall be counted as a break in service; however, the employee, upon return, shall resume accruing all benefits at the same level as at the time of layoff.

III - Appeal

1. UMC and the Union shall each appoint two (2) regular status employees to serve on the Standing Layoff Review Committee. These representatives shall select a regular status UMC employee as the fifth member who shall serve as the Chairperson. A majority vote of the Committee will be necessary to uphold an appeal. The Committee shall develop a procedure for the layoff review process prior to conducting any review.
2. Any appeal of the application of the procedure must be signed by the employee and Union and submitted to the Chief Human Resources Officer within seven (7) calendar days of the receipt of notice of layoff or the alleged violation of the recall procedure. The Chief Human Resources Officer will schedule an informal meeting before the Layoff Review Committee within seven (7) calendar days from the date of receipt of the appeal. This Committee will hear all appeals affecting layoffs and recalls to determine whether the procedure was appropriately followed. The decision of the Layoff Review Committee will be final and will not be reviewed by an arbitrator, unless a decision of the Layoff Review Committee is alleged to have violated a specific, existing contractual provision.

Jason Klutz 4/25/24  
TA - SEIU

Kurt Bruner 4/25/24  
TA - UMC

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**ARTICLE 13  
Probationary/Qualifying Period**

- 4. Employees shall serve a probationary period during which time their work performance and general suitability for UMC employment will be evaluated. The probationary period for all classifications shall be six (6) months. UMC may extend the probationary period for a period of no more than an additional six (6) months through a meeting with the director or clinical manager/supervisor and employee, where the employee will be informed of the concern(s). The employee will be provided with written notice of any the extension of their probationary period, and they will be provided with a training and development plan that runs concurrent to their probationary period. Employer shall provide notice to the Chief Steward of any extension of the probation period.
- 2. Employees who are rehired into a different position following a break in service of ninety (90) calendar days or more, shall serve a new probationary period.
- 3. During the probationary period, or any extension thereof, the employee may be disciplined, up to and including termination, without recourse to the Discipline and Discharge or the Grievance and Arbitration procedure of this Agreement.
- 4. Probationary employees may not promote, or demote to another Cost Center without serving a new probationary period. No probationary employee shall be allowed to transfer from one Cost Center to another.
- ~~5. Employees who have successfully completed an initial probationary period and who are subsequently selected for a voluntary transfer, promotion or voluntary demotion will be required to serve a qualifying period of not less than six (6) consecutive months, but not more than twelve (12) consecutive months.~~
- 6. 5. An employee who promotes or voluntarily transfers or demotes into another position retains the right to return to the previously held position, if the request is made in writing and within the first eighty (80) hours worked in the new position. Such employee may return to the previously held position up to a total of one hundred and sixty (160) hours worked in the new position if the position is still vacant.
- 7. ~~6. At the beginning of the qualifying period, management will establish a training plan including the specified duration. During the implementation of the training plan, the employee may not be counseled for performance issues relating to the specific skills identified in the training plan, excluding egregious performance. If, after this training plan management determines the employee has performance issues, he/she will be placed on a performance improvement plan (PIP). The employee may be issued corrective counseling for performance during the PIP. During the qualifying period (including the training plan), if the affected employee~~

fails to demonstrate that they he/she can completely and satisfactorily perform the duties of the position, UMC may offer the employee an opportunity to return to the position the employee held immediately preceding the transfer or promotion without loss of seniority and in accordance with Article 15. ~~If the employee was rated satisfactory in his/her previous position he/she shall not serve a qualifying period.~~

a. ~~However, if the rating was less than satisfactory in his/her previous position, he/she shall serve a qualifying period as outlined above.~~

Jason Dubb 4/4/24

TA - SEIU / Date

Kendal Maxwell 4/9/24

TA - UMC / Date

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**ARTICLE 14**  
**Salary & Salary Status Upon Status Change**

It is the intent of the Parties to move to a wage grid system in the future. In order to do so, certain modifications will be implemented now to help ensure an easier transition to a wage grid system in the future.

1. Definitions:

For purposes of this article, the following definitions will be used:

i. **Anniversary Date:**

Also referred to as "Years of Service" or "current hire date" in UMC policies or systems, is the employees current hire date at UMC, regardless of classification held. It is the date in which a FT/PT employee will receive their anniversary increase, as described in this Article.

2. The existing salary plan in effect upon signing of this agreement will continue to be in effect throughout the term of the agreement.

3. Increases

Employees must be in an active status at the time of the increases identified below in order to receive the increase.

a. **Cost Of Living Adjustment**

- i. Effective the first full pay period following July 1, 2024, and for each successive fiscal year beginning July 1 thereafter for the term of this contract, the salary schedules for all employees covered in the Appendix ~~XX~~ will be adjusted by the annual percentage increase to CPI-U all items in West-Size class B/C, all urban consumers, not seasonally adjusted (series ID CUURN400SA0) from the immediately preceding completed full calendar year. The adjusted percentage increase in salary schedules shall be a minimum of 2 % and a maximum of 3%. In the event that the annual percentage increase to CPI-U, all items in West-Size class B/C, all urban consumers, not seasonally adjusted (series ID CUURN400SA0) is equal to or greater than 5%, the adjusted percentage increase in salary schedules shall be 4.5%. In the event the annual percentage in increase to CPI-U all items in West-Size class B/C, all urban consumers, not seasonally adjusted (series ID CUURN400SA0), is equal to or less than 0%, the adjusted percentage increase in salary schedules shall be 1%. The adjusted percentage increase is based on U.S. Bureau of Labor Statistics Data (<https://data.bls.gov/timeseries/cuurn400sa0>).

Calculated as follows:

2023 Annual CPI	188.941
Less 2022 Annual CPI	181.312
Annual Increase	7.63
Divided by 2022 CPI	181.312
Annual Percentage Increase in CPI	4.2%
Salary Schedule Adjustment	3.0%

- ii. For Fiscal Year 2025: Effective July 1, 2024, or upon approval by the Clark County Board of Commissioners, whichever is later, the salary schedules for all full-time and part-time employees covered in the Appendix X <td> will be adjusted by an additional one and one-half percent (1.5%). This one-time adjustment will be paid in FY25 in addition to the FY25 cost of living adjustment.
- iii. For Fiscal Year 2026: Effective July 1, 2025, or upon approval by the Clark County Board of Commissioners, whichever is later, the salary schedules for all full-time and part-time employees covered in the Appendix X <td> will be adjusted by an additional one and one-half percent (1.5%). This one-time adjustment will be paid in FY26 in addition to the FY26 cost of living adjustment.

*DK  
10/27*

iv. In the event the population of Clark County officially exceeds the population threshold for West - Size Class A, as defined on the U.S. Bureau of Labor Statistics website, the annual percentage increase calculation shall change to the West-size Class-A, All Urban Consumers, not seasonally adjusted (series ID CUURS400SAO), the following year.

ii. **Annual Performance Reviews & Annual Merit Increase**

- i. All employees, regardless of FTE status, will continue to receive an annual performance review.
- ii. Only full-time and part-time employees will be eligible to receive a merit increase. Per-diem employees are not eligible for an annual merit increase.
- iii. The procedures used to evaluate an employee shall be uniformly and consistently applied in accordance with the guidelines jointly established by Human Resources and the Union. Such guidelines will be developed through the labor/management committee.
- iv. Upon ratification of this agreement, future annual reviews will be performed on the employee's anniversary date rather than their classification date. Any eligible employee who had a merit review due July 1, 2024, up through the ratification date of this agreement, will receive the applicable merit as indicated in the SEIU/UMC collective bargaining agreement 2020-2024, and will maintain the merit increase received. This will include merits that were due, but not yet processed, as a result of a delayed annual performance review. If the eligible employee's next performance review based on the new anniversary date is within six (6) months of their prior review date, and the employee had received a merit for a review due between July 1, 2024 and the ratification of this agreement, any merit awarded will be prorated. If the new anniversary date and corresponding annual review is beyond six (6) months of the prior review date, there will be no proration of any merit awarded to an eligible employee. Thereafter, an employee shall be considered for subsequent merit increases upon the completion of each proceeding anniversary date.
- v. Merit increases within a range shall not be automatic but shall be based upon merit and made upon completion of a satisfactory annual evaluation. Each such eligible employee shall be considered for subsequent merit increases upon the completion of each year of service thereafter in that classification.
- vi. All full-time and part-time employees who receive an overall rating as identified in the following table below, shall receive the corresponding merit/salary increase, not to exceed the maximum of the salary range.

Performance Rating	Merit/Salary Increase
1.0 – 1.4	3.4%
1.5 – 2.0	2.5%
2.1 – 2.5	1.50%
2.6 – 4.0	0.00%

- vii. Eligible employees who are already at the top (i.e., max) of their salary schedule range shall be eligible to receive a one-half percent (0.5%) lump sum bonus payment, less appropriate withholdings, for a performance rating of 2.0 or better. Such bonus shall not increase the employee's base hourly rate.
- viii. Eligible full-time and part-time employee's receiving an acceptable rating in attendance and tardiness will receive an extra one-half percent (0.5%) increase to their merit in addition to whatever increase is determined by the evaluation process. To receive an acceptable rating, the employee must have completed the appraisal period without any verbal counseling's or disciplinary actions relating to attendance and tardiness.
- ix. Merit increases or salary adjustments shall be effective the first day of the pay period following the date of eligibility for the increase.
- x. Notwithstanding other sections of this Article, the appropriate Administrative Chief (after approval through the appropriate UMC policy or practices) may approve a special merit increase or salary adjustment to an eligible employee, at times other than the official salary review date when an employee's performance justifies a special

merit increase or salary adjustment.

4. Promotions and Transfers

i. Full-time and part-time employees

i. Except as otherwise provided herein, any full-time or part-time employee who is promoted to a position or a classification allocated to a higher salary range than the classification from which the employee was promoted shall receive the hourly rate of the appropriate range which would constitute an increase of five percent (5.0%) above the employee's hourly rate before promotion, or the minimum of the salary range of the new classification, whichever is greater, but not greater than the maximum salary of the new classification. If a subsequent promotion occurs within one (1) calendar year of the most recent promotional increase, the increase will be limited to four percent (4%). The Chief Executive Officer may grant a salary adjustment of greater than the amounts above upon recommendation of the Appointing Authority, however, the increase cannot result in a rate of pay in excess of the top of the salary range for the position promoted into.

ii. In the event a full time or part time employee transfers into a per-diem classification, their base hourly rate of pay will adjust to the established flat base hourly rate of pay for that classification, regardless if it's an increase or decrease based on their current base hourly rate.

iii. A full-time or part-time employee who transfers from one allocated position to another allocated position in the same class or in another classification to which the same salary range is applicable, shall continue to receive the same rate of pay held prior to the transfer.

ii. Per-diem

i. In the event an employee transfers from one per-diem classification to another, their flat base hourly rate of pay will be adjusted to the established flat base hourly rate of pay for the new per-diem classification, regardless if it's an increase or decrease based on their current base hourly rate.

ii. In the event a per-diem employee accepts a full-time or part-time position, the hourly rate of pay offered will be consistent with UMC policies or practices, regardless if it's an increase or decrease.

5. Demotions

i. Should a full-time or part-time employee apply for and is awarded a posted vacant full-time or part-time bargaining unit position which is considered a lower paid classification, the employee's hourly rate of pay shall be reduced by the applicable percent increase received at the most recent promotion. In the event the employee's hourly rate of pay after the reduction is above the top (i.e., max) of the salary schedule for the new classification, their hourly rate of pay will be reduced to the top (i.e., max) of the new salary schedule. If the demotion is due to a layoff, the employee will retain their rate of pay as long as it's within the range of the new classification.

ii. Any full-time or part-time employee who is demoted as a result of a layoff, and who is subsequently recalled during the established recall period in Article 12, to the previously held classification, shall receive the base hourly rate of pay previously held, plus any applicable merit or salary increases received in the new role, to the extent it does not place them above the top (i.e., max) of the salary schedule, in which case their hourly rate of pay will be the top (i.e., max) of the salary schedule.

6. Public Employee's Retirement System "PERS" Reductions

Any reductions as a result of Article 25, Section 1, the salary schedules and per-diem flat hourly base rates, will be reduced by the applicable percentage as directed by PERS. All employees' base hourly rates of pay will be reduced by the applicable amount.

7. Reallocation

If, as a result of a compensation market study, UMC reallocates a classification from one salary range to another, the employees within the classification shall continue to receive the same hourly rate.

8. Reclassifications

When a reclassification is initiated, any resulting base hourly rate of pay impact will be as follows:

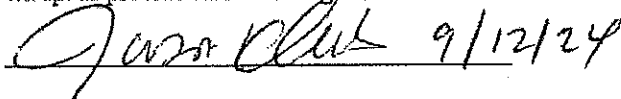
- a) Whenever a position is proposed to be reclassified to a classification which is allocated to the same salary range, the incumbent is appointed to fill the position in accordance with personnel policy, and will maintain their existing hourly rate of pay.
- b) Whenever a position is reclassified to a classification which is allocated to a higher salary range, the salary of the incumbent shall be as provided by this Article upon promotion, if the incumbent is appointed to fill the position in accordance with personnel policy.
- c) Whenever a position is reclassified to a classification which is allocated to a lower salary range, the salary of the incumbent shall be as provided by this Article upon voluntary demotion, if the incumbent is appointed to fill the position in accordance with Human Resources' policy. Whenever the effect of the reclassification is to reduce the salary of an incumbent appointed to the position, the Hospital Administrator may, upon recommendation by the Chief Human Resources Officer direct that the incumbent shall continue to receive the previously authorized salary until termination of employment in the position or until a percentage increase in pay may be authorized, whichever first occurs.

9. On occasions it may be necessary to provide hiring and retention bonuses in addition to wage and benefits expressed in this Agreement. The decision to give, the conditions, and the amount of any such bonuses will be determined at the sole discretion of UMC. UMC will meet and confer with the Union when UMC determines there is a need to provide retention bonuses.


10. If at the time of a cost of living adjustment, or anniversary increase, an employee's current base hourly rate is above the top (i.e., max) of the salary schedule for their classification, they will be considered red circled, and they will be ineligible for a base rate increase, as outlined in this Article, until the appropriate wage scale step moves to an amount greater than the employee's red circled salary. However, employees will remain eligible for any applicable lump sum payment in accordance with this Article.

11. All wage ranges, steps, benefits and other economic provisions of this Agreement establish minimums and nothing herein shall be deemed or construed to limit UMC's right to increase wage rates, steps, benefits, premiums and differentials, perform market adjustments, or to pay other extra compensation at UMC's discretion in excess of those provided by this Agreement. Accordingly, it is also understood that any such increases shall be over and above the economic package negotiated in this article. Before taking any such action, UMC will notify the Union and meet and confer over the proposed change, if so requested.

12. No employee shall suffer any reduction in wages or benefits as a result of the execution of this Agreement, except as provided for in this agreement.



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**ARTICLE 16**  
**Hours of Work**

1. A workweek is a period of time consisting of seven (7) consecutive days. The normal workday for a full-time employee may consist of four (4), eight (8), ten (10), or 12 non-overtime hours. The normal workweek for a full-time employee shall consist of thirty-six (36) or forty (40) non-overtime hours, and may be scheduled by mixing variable shifts. UMC at its sole discretion shall determine a standard for determining the start and end of the workweek and workday to be consistently utilized throughout the hospital in accordance with Federal Wage and Hour regulations.
2. Schedules shall be posted at least two (2) weeks in advance unless operational needs of UMC do not allow such advance posting. Once the schedule is posted, an employee's schedule will not be changed without Agreement of the affected employee unless an emergency situation requires the change.
3. Eight (8) hour, ten (10) hour or twelve (12) hour shifts may be implemented in a work area, unit, or department when a two-thirds (2/3) majority of the affected employees voting in an election supervised jointly by UMC and the Union vote for a schedule change from their existing shift. UMC reserves the right to establish and modify work schedules as necessitated by the operational needs of UMC. In those departments where employees and management mutually agree self-scheduling will be permitted.
4. Not more than one (1) uninterrupted meal period of at least one-half ( $\frac{1}{2}$ ) hour is provided for shifts of eight (8) continuous hours or more. Meal periods are neither time worked nor time on pay status unless an employee is required by UMC to remain on the job at a work station or the employee is interrupted to perform substantial duties during such period. An employee who remains at a work station during his/her meal period, but is not required to do so by UMC shall not be compensated for the meal period.
5. Time allotted for rest periods is one (1) 15 minute period for a four (4) hour shift, two (2) periods of 15 minutes during an eight (8) hour or ten (10) hour shift, or three (3) periods of 15 minutes during a 12 hour shift.
6. This Article is intended to define normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or as a guarantee of days of work per week.

7. Except in emergency situations, any employee who, at the direction of UMC, works continuously for more than sixteen (16) hours straight, shall upon relief from the assigned shift, normally have at least eight (8) hours off before having to return to work as part of the regular schedule. An employee may choose to use CAL, Leave Without Pay or VUL for such time as the employee was originally scheduled to work in the succeeding shift. However, the employee shall notify his/her supervisor as soon as reasonably possible prior to the end of the pay period whether he/she will take CAL, Leave Without Pay or VUL. For the purposes of this Section, an emergency situation is defined as an unforeseen, unanticipated or unscheduled incident which requires waiving the eight (8) hours rest period. In the event an employee of his/her own volition schedules themselves (including standby) in excess of the limitations in this section he/she is exempt from this section.
8. UMC shall make every reasonable effort to limit standby hours to twenty-four (24) hours per week, unless operational or business needs of UMC prohibit such limitation. This section shall not be construed as to prevent an employee from requesting and receiving additional standby hours. Standby shall be rotated equitably among the employees in the unit within the required classification.
9. There shall be no more than two (2) departmental reorganization shift bids in any twenty four (24) month period without mutual Agreement between UMC and the Union.
10. Shift Bid – Block Schedule:
  - a. For this section “Block Schedule” refers to the scheduling of hours worked and days off.
  - b. When employee(s) are needed on a specific block schedule(s) (either by creating a new or filling a vacant block schedule), the department will send an email to employees and post for seven (7) days the date and time of a block schedule shift bid meeting. Employees interested in changing their current block schedule may sign up to attend the meeting.
  - c. Those who sign up to attend the meeting should attend in person. However, attendance may be in person or by conference call into the meeting. The Hospital will continue the practice of allowing those who attend in person to clock in for the meeting.
  - d. At the meeting, based on departmental seniority, the most senior employee

will have the opportunity to accept or decline the block schedule offered by management.

- e. Once the block schedule(s) are filled, the vacancy or vacancies created by the filling of the schedule(s) will then be available based on departmental seniority to the most senior employee interested in the vacated block schedule(s).
  - f. This process of filling vacant block schedules will continue until no one in attendance at the meeting (in person or via phone) expresses an interest in the vacant block schedule presented. The vacant block schedule will be posted in accordance with Article 30, Posting of Vacancies.
  - g. Once an employee accepts a new block schedule, he/she is prohibited from participating in a shift bid for three (3) months unless a departmental reorganization shift bid occurs.
11. Employees in a registered nurse classification working a shift based on self-scheduling shall agree to work shifts on a weekend as defined in Article 18, Section 3 as follows:
- a. Zero (0) through five (5) years of department seniority shall be scheduled to work at least 4 weekend shifts per month.
  - b. Six (6) through ten (10) years of department seniority shall be scheduled to work at least 2 weekend shifts per month.



ARTICLE 17 OVERTIME

- 1. For the purpose of the Agreement, the overtime rate of pay shall be one and one-half (1 ½) times the employee's regular rate of pay, including shift differential and critical care premium and bonuses.

If an employee works an extra shift or any time outside of his/her regularly scheduled shift, UMC shall not change the employee's scheduled hours during that workweek in order to avoid paying overtime, unless mutually agreed upon by the affected employee and UMC management, in writing or on the schedule, and providing such Agreement is not in violation of the FLSA.

Employees working an extra shift prior to their first scheduled shift of the work week may be called off in accordance with Article 31, paragraph 1, f.

- 2. Employees covered under this Agreement shall be paid overtime at the applicable rate for all hours worked in excess of their eight (8), ten (10) or twelve (12) hour scheduled shift and for all hours worked in excess of 40 hours in a workweek. If an employee is required to attend mandatory meetings or mandatory in-service training sessions during time which is outside of the employee's regularly scheduled shift, he/she shall be paid at the applicable hourly rate, including any applicable differentials for all time spent in such status for a minimum of one (1) hour of such applicable pay. This minimum of one (1) hour pay shall not apply to per diem employees and is exclusive of the provision of Article 31, regarding call of procedures. All hours spent in such status shall be considered hours worked for the purposes of computing overtime.

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- 3. **Double Back:** Employees with fewer than eight (8) hours of time off between scheduled shifts will be paid one and one-half (1 ½) times the employee's regular rate (calculated the same as overtime), including shift differential, critical care premiums, and bonuses for all hours worked in the second scheduled shift. All double back must be approved by the Administrative Division Head.

- 4. EIB, CAL, or other paid time off is not included as "time worked" in computing overtime eligibility.

- 5. Employees may not work overtime without the advance, written approval of their supervisors.

- 6. **Standby Pay:** Standby pay will be paid to those employees assigned in writing, (scheduled), and as designated by the Administrative Division Head, who must be available to return to the hospital within forty-five (45) minutes or less except where stand by time may be dictated by certification requirements (e.g. trauma). Employees who are assigned standby duty, in writing (scheduled), will forfeit standby pay and will be subject to disciplinary action if they are unable to report to work or cannot be located. Any employee who is assigned to standby duty, in writing, pursuant to this section shall receive standby pay for all hours assigned to standby status whether or not they are called into work pursuant to Section 7 of this Article.

- a. Employees assigned standby duty, in writing (scheduled), shall receive the following hourly rate for each one (1) hour of standby duty:

Year	Rate
FY25	\$5.00

FY26	\$5.25
FY27 and beyond	\$5.50

- b. Those employees assigned to standby duty in writing (scheduled) shall receive call back pay when called back to the hospital. Failure to clock in or clock out when called back to work will be treated in the same manner as a failure to clock in or clock out during a regularly scheduled shift. The employee must provide his/her manager with updated phone information. The employee is responsible to report to work within the prescribed time period (including acknowledging the call) when UMC contacts the number provided. ~~When possible, UMC will attempt contact from a UMC phone number and~~ is not required to contact the phone number more than ~~twice~~ once.
  
- c. Those employees who fail to report for duty within the time prescribed by this Agreement from the time the call is placed to the employee while he/she is in a standby status shall not receive standby pay or travel pay for the shift. Such failure shall result in the following progressive discipline for each offense within a continuous twelve (12) month period:
  - (1) First offense: Written warning
  - (2) Second offense: One (1) shift suspension without pay
  - (3) Third offense: Three (3) shift suspension without pay
  - (4) Fourth offense: Suspension pending termination
  
- d. Any employee who fails to report for duty or any employee who fails to report for duty within the first two (2) hours from the time the call was placed shall be considered to have not shown for the call back. Any employee who fails to report for duty while in a standby status shall not receive standby pay or travel pay for the shift and shall be subject to the following progressive discipline for each incident in a continuous twelve (12) month period:
  - (1) First offense: Twenty-four hour suspension without pay
  - (2) Second offense: Suspension pending termination
  
- e. Should an employee show a pattern of failing to return to UMC or a pattern of failing to report within the appropriate timeframe, then the employee may be moved to the next level of discipline.
  
- f. Employees in Information Technology & Infection Control who are placed on Standby are often contacted to respond to and resolve a problem without returning to UMC (a situation unique to Information Technology). When returning to UMC is not required, employees in Information Technology & Infection Control, assign in writing to receive Standby Pay in accordance with Article 17.6 (Overtime – Standby Pay), shall receive compensation at time and one-half in 15 minute increments for the time spent resolving an issue. If the problem identified above requires the employee to return to UMC, the employee will be compensated in accordance with Article 17.6 (Standby Pay) and 17.7 (Callback Pay).

7. **Call Back Pay:** Employees assigned to standby duty in writing (scheduled) who are subsequently required to return to the hospital to perform their duties after having left work shall receive a minimum of two (2) hours of work at one and one-half (1 ½) times the employee's regular rate (calculated the same as overtime) including applicable shift differential and/or critical care premium, unless the individual is called back to rectify his/her own error.
- a. Employees must clock in immediately when reporting to the hospital for call back duty and must clock out upon the completion of call back duty.
  - b. Employees may not indiscriminately return to the hospital on a call back basis and will be paid only where the appropriate authority authorizes the request for the employee to be called back.
  - c. All employees on standby who are called back while in a standby status and who have been off the clock for more than 30 minutes shall be guaranteed one-half (½) hour travel time pay to return to the hospital and one-half (½) hour travel time pay from the hospital, which shall be paid at the employee's regular straight time hourly rate of pay.
8. **No Pyramiding:** Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement except as agreed to by the parties in Section 6 of this Article.
9. By nature of the twenty-four (24) hour operation of UMC and the critical needs arising in care of patients and providing supporting services necessary in the operation of UMC, cost centers may require mandatory overtime. UMC will meet and confer with the Union regarding the need and specified duration (start and end date) for the overtime. If such overtime is required the cost center will create a voluntary overtime list, based on classification. Mandatory overtime for a specified duration shall be enacted only after voluntary overtime list is exhausted and per diem employees in the department have met their contractual obligation as specified in Article 11 – Per Diem Employees. If the duration of the mandatory overtime extends beyond the original date, the parties will meet and confer regarding the extension of the time period. Employees may be mandated to work overtime, in lieu of, the voluntary overtime list based on specific knowledge, skills and abilities that may be required for the overtime assignment at the department head's discretion. Management will be reasonable in determining excused reasons for employees unable to work mandatory overtime. Employees shall not be disciplined for excused reasons for not working mandatory overtime. Employees may refuse mandatory overtime provided it is of an emergent nature as determined by the department head or designee.
10. All employees required to work the following holidays will receive one and one-half (1½) times their regular rate of pay, including differentials, for all hours worked:

New Year's Day	January 1
Memorial Day	May, last Monday
Independence Day	July 4
Labor Day	September, 1 <sup>st</sup> Monday
Thanksgiving Day	November, 4 <sup>th</sup> Thursday
Christmas Day	December 25

11. Employees eligible for holiday pay shall be in pay status the last scheduled working day before and the next scheduled working day following the designated holiday to qualify for holiday pay.
12. In emergent staffing situations, the ~~Chief Nursing Officer~~ Administrative Chief may implement at his/her sole discretion an incentive bonus to compensate employees who are working extra shifts due to a critical staffing situation as determined by the Administrative Chief, ~~receive standby pay and callback pay for working extra shifts.~~
  - ~~a. High patient census and limited resources resulted in an incentive bonus being provided to employees who were willing to work an extra shift by signing up for standby pay and working additional shifts. The decision to implement this incentive was discussed with SEIU, Local 1107 and presented as a pilot program.~~
  - b.a. The parties to this MOU are now interested in continuing the practice of providing an incentive to employees who work extra shifts when an emergent staffing situation exists. Therefore, ~~the~~ The parties agree to the following:
    - (1) Due to the emergent nature of critical staffing situations at the hospital, the Administrative Chief ~~Chief Nursing Officer (CNO)~~ has the ability to implement an incentive bonus to compensate employees who are working extra shifts in a critical staffing situation ~~receive standby pay and callback pay for working extra shifts.~~
    - (2) The need to initiate an critical staffing incentive bonus will be communicated by the CHRO (or designee) in writing to SEIU Executive Director with a copy to the Chief Stewards to ensure the amount of incentive compensation and the timeline for the incentive is clearly defined. The Union may request to meet and confer regarding the critical staffing incentive bonus.
    - ~~(3) The status of emergent incentive bonuses will be reviewed with the Patient Care Advisory Committee at the next scheduled meeting after the incentive bonus has been activated.~~
    - ~~(4) The CNO, after meeting and conferring with the Chief Stewards, will prepare a policy regarding the administration and application of the emergent incentive bonus.~~

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TA – SEIU

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TA - UMC

**ARTICLE 18**  
**Shift Differential**

1. Shift differential is defined as the premium authorized to be paid to an employee above his/her regular straight time hourly rate of pay for working a scheduled shift other than a day shift.
2. Shift differential is applicable only to those hours worked between 1:30 p.m. and 7:15 a.m. provided four (4) or more consecutive hours of the shift are worked between 6:00 p.m. and 7:00 a.m. and to any hours worked between 6:00 p.m. and 6:00 a.m. regardless of starting or ending times of the shift.
3. Weekend differential is defined as the premium authorized to be paid to an employee working applicable hours where the majority of the hours of the shift are between 7:00 p.m. Friday through 7:30 a.m. Monday.
4. For purposes of this Article, an evening shift is defined as beginning prior to 11:00 p.m.; a night shift is defined as beginning at or after 11:00 p.m.
5. Shift differential will be paid only for hours actually worked, and will not apply to Consolidated Annual Leave, severance, EIB leave, or any other non-working pay.
6. Shift differential shall be paid using the following rates:
  - a. Regular full-time and part-time employees working an evening shift shall receive a shift premium of \$1.60 per hour. Effective July 1, 2026, the premium shall increase to \$1.75 per hour.
  - b. Regular full-time and part-time employees working a night shift shall receive a shift premium of \$2.20 per hour. Effective July 1, 2027, the premium shall increase to \$2.30 per hour.
  - c. Regular full-time and part-time employees working a weekend shift shall receive a shift premium of \$2.05 per hour in addition to other differentials. Effective July 1, 2025, the premium shall increase to \$2.25 per hour.
7. If an employee's worked shift hours overlap from the evening to night shift, hours from 1:30 p.m. to 11:00 p.m. shall be paid at the evening shift rate and hours from 11:00 p.m. to 7:15 a.m. shall be paid at the night rate, provided the overlap is at least one (1) hour in duration.

**ARTICLE 19**  
**Acting Appointments**

1. An employee who is temporarily assigned in writing or scheduled by UMC to perform at least fifty percent (50%) of the functions of the classification in a higher salary range shall be paid at least four percent (4%) (the UMC CEO may approve more than 4%) above his/her regular hourly rate or the minimum of the higher salary range, whichever is greater, for all hours actually worked in the higher classification. The higher classification must already exist within the department (for this article Ambulatory Care is considered a department) to be assigned as an acting appointment. The employee shall continue to receive any applicable shift differential and critical care premium during the acting assignment provided the employee continues to work a shift eligible for a differential and/or is working in a unit identified in Article 20 (Section 1 or Section 2, as applicable) of this Agreement. Acting pay for periods up to thirty (30) calendar days requires the written approval of the department manager and may not exceed thirty (30) calendar days without review by Human Resources and the approval of the CEO or his/her designee. No acting pay will be given without the appropriate written approval.
2. The selection of an employee to fill an acting appointment will be based on employee interest and management selection. Managers are to inform employees of a potential acting assignment to solicit interest followed by an informal interview to make a selection. If the acting appointment will exceed ninety (90) calendar days, the manager will consider the interest of other qualified employees in the department to fill the acting assignment.
3. A bargaining unit employee shall not be required, (but may voluntarily) serve in an acting appointment to a position or classification which is excluded from the bargaining unit. The manager will explain the duties of the acting assignment to assist the employee in making an informed decision in accepting the assignment. Exceptions to this provision may occur in the event the hospital is required by law or on a short term basis (defined as less than thirty (30) consecutive days) to have an individual serve in an acting capacity. In such cases when an employee is serving in an acting capacity on an involuntary basis, that employee shall not be required to discipline or evaluate those employees over which they are assigned to supervise. Further, to avoid a conflict of interest, a Union Officer or steward shall not be required to serve in an acting capacity. If a Union officer or steward volunteers to serve in an acting capacity he/she must step down from his/her Union position.
4. Upon request from the Union and within fourteen (14) working days of the request, UMC will provide a report identifying, by name: the employee's classification, acting appointment assigned to, initial date of appointment, and if appropriate, the expected duration of the assignment.

Camille 6/24/27  
TA - SEIU

Kate Newer 6/20/24  
TA- UMC

**ARTICLE 20  
Critical Care Premium**

1. Each licensed or registered nurse or charge nurse permanently assigned to and working in one of the following areas shall receive a five percent (5%) premium above the employee's base hourly rate for all hours in pay status in one of the following units: ICU, CCU, BCU, NICU, PICU, SICU/NSCU, TICU, IMC, ~~L & D Perinatal~~, MRI, Special Procedures, Ante Partum, Surgery, Oscopy, Day Surgery, PACU, Adult Emergency Room, ~~CDS~~, Chest Pain Center, Trauma Resuscitation, Pediatric Emergency Room, Critical Care Transport, CIMC, MERT, 3 West, 3 South, ~~5 South Oncology~~, Pediatrics-Oncology, Nuclear Medicine, Cardiac Rehab and Heart Failure Clinic Cardiology, and Cath Lab. Otherwise eligible employees in an under fill status as defined by Nursing policy for qualifications for hire for clinical areas will not receive the premium until they successfully complete the under fill status.
2. The current practice relative to employees floating to the above identified areas will prevail for the duration of this Agreement.
3. ~~All Respiratory Care Practitioners working in the cost centers in 1. will receive the premium.~~
4. If UMC determines a need to provide compensation to employees for special skills for which the employee is found to be qualified to perform, UMC will negotiate with the Union the percentage of the skill based pay.
4. Otherwise eligible staff not required to administer chemotherapy medication (or associated care) due to mitigating circumstances will not receive premium pay while in pay status for duration of the restriction.

\*MERT includes  
ICU Therapy  
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*Janet Carb* 8/1/24

TA - SEIU

*Kevin Russell* 8/1/24

TA - UMC

TO SEIU

8/27/24

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ARTICLE 21  
Consolidated Annual Leave

1. Eligible employees shall accrue annual leave at the following rates based on hours worked and benefits paid up to a maximum of 80 regular hours worked in each pay period (two (2) consecutive work weeks) (excluding regular hours worked as double back which are not authorized by the Administrative Division Head). For purposes of CAL a .9 will be treated as a 1.0 FTE.

Length of Service	Rate of Accrual
0-48 months*	8.3077 hrs/80 hours worked
49 months - 108 months	9.846 hrs/80 hrs worked
109 months & over	11.3847 hrs/80 hrs worked

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\* Effective upon ratification of this agreement, benefits eligible new hires will accrue at the identified rate. During length of service months 0 through 12, an employee is unable to cash out CAL, nor are they paid for their accrual balance should they separate (or change FTE status to per diem) during this time period. Employees within their first twelve months of service prior to ratification of this agreement, will continue to accrue CAL as set forth in the SEIU/UMC CBA 2020-2024.

REDLINED TA's

- 2.1. a. Consolidated Annual Leave may not be accumulated to exceed 320 hours as of the employee's anniversary date. Any CAL hours over 320 on the employee's anniversary date will be paid to the employee on their next paycheck.
- b. Employees having 320 or more hours in the CAL bank shall be granted up to forty (40) hours off once per calendar year on request, unless prohibited by an emergency. The request must be made in writing with at least two weeks' advance notice from the start of the requested leave.
- c. Employees may be compensated for existing Consolidated Annual Leave (CAL) by submitting a written request to Payroll, provided the employee carries a minimum accumulated balance of no less than sixteen (16) hours after payment, and except when an employee is within their 0-12 length of service months. Paragraph 3 of this article may be applicable as a result of the sell-back process. Payment will be made on the employee's paycheck on or before the second full pay period following receipt of the employee's request and taxed at the current supplemental tax rate. Donor CAL will not be eligible for this process.
- d. Employees who have 300 hours or more of CAL accrued as of their anniversary date will receive 8 hours of pay at their current base hourly rate on the next complete payroll cycle.
- e. Employees who are benefit eligible and convert to per-diem status, will have their accrued CAL balance paid out as a lump sum payment at their benefitted base hourly rate as of their last day worked (except for those within their first 12 months of service). If the employee converts back to a benefits eligible status their benefits eligibility date will reset, and their accrual rate will start over.

CAL



3.2. Annual leave days, except those due to emergency illness or other emergency matters, must be submitted in writing in advance and approved by the immediate supervisor. Employees are not required to find a replacement as a condition of leave being approved, but may choose to assist the manager in locating a replacement. An employee may request and be approved to use CAL that exceeds his/her CAL balance at the time of review by the manager; however, the employee must have the accrued CAL at the time of its use. Otherwise, the time will automatically be denied and the employee is expected to be at work as scheduled. The employee is responsible for knowing their CAL balance at the time of use. The manager may consider the employee's pattern of time off from work in making the decision to either approve or deny leave requests involving future CAL accruals. No CAL shall be approved more than 180 days in advance of its use. Under normal circumstances the following advance notice is required.

Leave Period Requested	Advance Notice Required
40 hours or more	2 weeks
16-39 hours	1 week
Less than 16 hours	24 hours

Leave requests will be approved or denied by management prior to the first day of the requested leave but no later than seven (7) calendar days from the date of the request. All leave requests must be approved prior to the employee being able to actually take the leave. Management reserves the right to cancel consolidated annual leave requests in cases of emergency and/or to ensure sufficient staffing levels.

REDLINED TA'S

The parties to this Agreement understand that employees working in a single position classification should be afforded time off when requested as prescribed by this Article. The employee and manager should meet and confer to ensure the needs of the department and the employee are considered before approving or denying CAL requests.

4.3. In the case of emergency or sudden illness, an employee will receive pay from the appropriate accrual bank for the time missed.

5.4. Physician appointments, dental appointments, personal or family matters which must be scheduled by an employee during his/her regularly scheduled shift will be charged to the CAL Bank.

6.5. When an employee is ill, the first ~~eight sixteen sixteen~~ sixteen (84616) hours shall be charged against the employee's CAL bank. Should CAL bank accruals be less than ~~eight sixteen sixteen~~ (84616) hours, the employee shall be compensated for the amount equal to the accrued hours in the CAL bank. The remaining hours, up to sixteen (16) hours, exceeding the CAL accruals shall be charged to approved leave without pay. Should personal illness require an employee's absence from work for more than sixteen (16) ~~sixteen eight (168)~~ consecutive scheduled working hours, the provisions of Article 22, Extended Illness Bank shall apply.

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7.6. When leave days are required for personal illness or injury, UMC reserves the right to request a statement from the employee's private physician, when abuse of sick leave is indicated, or to establish the employee's fitness for duty after an absence of five (5) days due to illness or injury. The physician's statement must indicate whether or not the employee is able to return

to his/her responsibilities with UMC, the anticipated date the employee will be able to return to the workforce and verification of hospital admission if the employee was hospitalized for the illness or injury.

8.7. Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated consolidated annual leave earned through the last day worked up to a maximum of 320 hours, except if the employee is within their 0-12 months of length of service. Payment for unused consolidated annual leave will be at the employee's base hourly rate on the last day worked prior to separation.

9.8. Many departments in UMC are closed or staff levels are reduced to only essential personnel to observe traditional holidays. When that occurs, the employee(s) shall be paid at their regular rate from the CAL bank. If the CAL accruals are not equal to the time lost from work because of department closure, the employee shall receive payment equal to the total CAL accrual, and the remainder of the time lost shall be charged to approved leave without pay.

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10.9. It is the department manager's responsibility to either close the department or schedule only those employees essential to UMC operations for work on a designated holiday. The following are considered traditional holidays:

- |                            |                                   |
|----------------------------|-----------------------------------|
| New Year's Day             | Martin Luther King, Jr's Birthday |
| Presidents' Day            | Memorial Day                      |
| Independence Day           | Labor Day                         |
| Nevada Admission Day       | Veterans' Day                     |
| Thanksgiving Day           | Day after                         |
| Thanksgiving Christmas Day | Juneteenth Day                    |

REDLINED TA'S

Any day local government offices are required by State law to close for a legal holiday.

~~Should a department close, employees will be given the option to use CAL or VUL. For departments that close every traditional holiday, employees will receive January 1 of each year, four floating holidays to be used on traditional holidays. Floating holidays cannot be cashed out or used on days other than a traditional holiday and do not roll over into the next calendar year.~~

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When a department is closed on any UMC recognized holiday and an employee is normally scheduled to work on the UMC recognized holiday in which the office is closed, and that employee has less than 40 hours of accrued CAL, they may request to use VUL in lieu of CAL.

Effective January 1, 2025, employees who are hired into a department that is normally closed on a UMC recognized holiday, will receive one (1) ~~two (2)~~ floating holiday (naming convention may differ) equivalent to their schedule status (e.g., 12-hour shift employee receives 12-hours), to use during the calendar year on a UMC recognized holiday. A floating holiday is not eligible for cash out, pay out upon separation, or rolling over to future calendar years. The floating holiday provision will sunset on December 31, 2025. However, UMC, in its sole discretion, will have the ability to continue the floating holiday concept, including increasing the number of days, in future years of the existing contract. The parties agree to meet and confer during LMC no later than October 31, 2025, to review the use of floating holiday hours and make a recommendation to UMC to consider continuing the floating holiday concept.

~~44-10.~~ When requesting the use of CAL time under Section 3, employees shall not be required to explain the purpose of the leave.

~~42-11.~~ Scheduling of prime holidays will be on a rotational basis beginning with the shift that starts at or about 7 p.m. the night before the holiday through the shift ending at or about 7 p.m. the night of the actual holiday. Prime holidays are:

Thanksgiving  
Christmas  
New Year's Day  
Independence  
Day Memorial  
Day  
Labor Day

Employees scheduled over their FTE status on a prime holiday week may have one of the other scheduled days removed by UMC. Those scheduled under their FTE status on a prime holiday week may have a shift added to the schedule and/or be granted CAL payment (or leave without pay if CAL accrual is not sufficient) for one shift to reach their FTE status.

~~43-12.~~ **Donor Bank**

**DONATIONS:** An employee may donate unused CAL or donor bank time to a fellow employee provided that employee has less than their FTE complement of CAL and EIB, unless the fellow employee was prohibited from or did not qualify to use his/her own EIB. To donate CAL, the donor must have a balance of 40 hours of CAL left in his/her CAL bank after the donation. The employee shall make the transfer by designating a specific number of whole hours to be transferred to a designated employee. The hours will be converted to the donor's hourly rate and placed in a designated recipient donor bank (subject to any federal or state law).

**USAGE:** The employee recipient may utilize such donated hours for a personal illness or injury or the purpose of caring for a member of his/her immediate family (as defined in Article 23, Section 6(a)(2)). Donor banks set aside for the recipient will automatically be used based upon the recipient's hourly rate. Upon separation, any unused donor hours must be assigned or transferred to an employee qualifying for donor bank participation in accordance with this section. Donor hours not assigned before the donor separates will be lost.

**EMPLOYEE'S ILLNESS:** The employee must comply with Article 21 section 6 and/or Article 22, section 4 or 5 as applicable for CAL/EIB requirements. Once the employee is out of CAL and EIB as listed in the above sections, the employee may use his/her donor bank.

**CARE OF FAMILY MEMBER:** The employee is required to use all accrued CAL leave prior to using donor bank.

TO SEIU

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**ARTICLE 22**  
**Extended Illness Bank**

1. Eligible employees shall accrue compensated leave time to be used in cases of extended illness or injury at the rate of 1.846 hours for each eighty (80) hours worked. ~~A .9 FTE will be treated as a 1.0 FTE.~~ Accruals will be based on hours worked and benefit hours paid up to a maximum of eighty (80) hours per pay period (a two-consecutive week period, excluding overtime and regular hours worked as double back which are not authorized by the Administrative Division Head).
2. Definitions
  - a) Extended Illness Definition: Extended illness is defined as any illness necessitating 1) hospitalization as an inpatient, or held in official observation status, 2) outpatient surgery, excluding simple (dental) extractions, or 3) absence of more than 16 consecutive scheduled work hours.
  - b) EIB 2 – is the accrued EIB for eligible employees as of September 2016 and after.
  - c) EIB – is the accrued EIB for eligible employees prior to September 2016
3. There shall be a maximum of 720 hours (combined total) accrued in the employee's extended illness banks (EIB & EIB2). All accrued Extended Illness Bank (EIB) hours in excess of 720 hours will automatically be placed in the employee's Consolidated Annual Leave bank. If the employee's EIB balance falls below 720 hours, the EIB accrual shall stop being placed in the employee's CAL bank until he/she has again reached 720 hours in the applicable EIB bank.
4. Payment under EIB: For circumstances meeting the definition of Section 2a above, numbers 1 and 2, employee shall be paid directly from the eligible EIB bank after the department manager receives proof of hospitalization. For circumstances meeting the definition of Section 2a above number 3, an employee, starting with the seventeenth (17th) hour, shall be paid from applicable EIB to continue the employee's base pay. Article 21 will supersede this provision for holidays identified in this Agreement. The current practice of requiring an employee with accrued hours in their EIB (EIB 1) will first be exhausted prior to using EIB 2, will continue.
5. An approved statement from a state licensed health care provider in an appropriate discipline may be required by the department manager before

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authorizing EIB 2 hours.

6. Any employee who was terminated as a result of a layoff pursuant to Article 12 of this Agreement and who is subsequently recalled, shall have his/her EIB 2 balance reinstated upon acceptance of the offer of recall. EIB 2 hours paid to the employee upon separation in accordance with Section 8 below shall not be reinstated.
- ~~7. Years of service completed and EIB balances earned prior to the signing of this collective bargaining Agreement are not eligible time or hours for payoff upon separation. If an employee separates from UMC after three (3) consecutive years of employment after the signing of this Agreement, the employee shall receive payment for one-half (1/2) of his/her EIB 2 accumulation earned after the signing of this Agreement. An employee's EIB 2 payoff upon separation shall increase above fifty percent (50%) at the rate of one and one-half percent (1 1/2%) for each additional year of consecutive service above ten (10) through twenty (20) years of service. An employee's EIB 2 payoff upon separation shall increase above sixty-five percent (65%) at the rate of three and one-half percent (3 1/2%) for each additional year of consecutive service above twenty (20) up to a maximum of one hundred percent (100%) at thirty (30) years of service. Payment for unused EIB 2 will be at the employee's base hourly rate on the last day worked prior to separation. If a non-probationary employee is laid off from the service of UMC with less than three (3) years of consecutive employment after the signing of this Agreement, the employee shall receive payment for one half (1/2) of his/her EIB 2 accumulation.~~
8. Subject to section 7 above, the current practice of an employee receiving a cash out of accrued EIB 2 upon a status change to per-diem will continue to apply.
- 7.9. Employees who have an existing EIB (those with an EIB balance prior to September 2016 – aka EIB 1) balance have until June 30, 2025, to notify payroll that they wish to voluntarily cash-out their accrued former EIB balance. The cash-out will be at 50%, less any appropriate withholdings, and the remaining 50% will be forfeited. There will be no variations permitted – it must be 50% of the current balance, and once paid out, the bank will not be reinstated. This section will sunset at the close of business, June 30, 2025. For example: if the employee has 500 hours in their EIB bank, they may choose to cash out 50%, or 250 hours, at their currently hourly rate of pay. The remaining 250 hours will be forfeited, and the employee will no longer have access to the remaining 250 hours for any reason.

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trial*

**ARTICLE 23  
Miscellaneous Leaves**

1. **Military Leave:** Military leave shall be granted in accordance with applicable state and federal laws. Any permanent full or part-time employee who is a member of the organized U.S. Army, Navy, Air Force, Marines, Coast Guard, Nevada National Guard or Marine Corps Reserves shall be released from his/her duties, upon presentation of the appropriate orders, and shall continue to receive his/her regular rate of pay from UMC as prescribed by NRS 281.145, and any pay and benefits as provided in the Uniformed Services Employment and Re-employment Rights Act of 1994, for a period of not more than fifteen (15) working days per any one (1) calendar year.

1. **Jury/Witness/Court Duty:** Employees shall receive full compensation as though he/she were actually on the job for all time spent: (1) on jury duty during his/her work shift; (2) as a witness, in non-UMC matters, due to employment with UMC ; or (3) in court on behalf of UMC.

a. **Jury Duty:** REDLINED TA's

- (1) An employee who is required by jury summons or legal process to appear for jury duty in any criminal case, civil case or before a Grand Jury which causes a loss of regularly scheduled work shall be paid for the regular scheduled time lost. The employee will be paid the employee's regular rate of pay including all applicable differentials. The time spent on jury duty will not be counted as hours worked for the purposes of computing overtime.
- (2) Employees shall claim any jury or other fee to which he/she may be entitled by reason of such appearance during regularly scheduled work and shall pay such fees, except mileage, to UMC within five (5) calendar days of receipt, to be deposited in the applicable fund of UMC.
- (3) If the employee is released from jury duty after less than (4) hours, the employee shall return/report to work.
- (4) A night shift employee (defined as an employee whose shift requires him/her to work past twelve a.m. midnight) will be released from duty no less than eight (8) hours before the time at which the

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night shift employee is to appear for jury duty. The night shift employee will be paid his/her regular rate of pay including all applicable differentials for the regular scheduled time lost. A night shift employee who appears for jury duty for four (4) or more hours will be given his/her next regular shift off with pay, less shift differential.

- (5) Employees must provide his/her supervisor with the original or a copy of the jury summons or legal process.
- (6) Compensation applies only to the regularly scheduled hours of work, and no benefit shall be paid for time spent on jury duty during which the employee was not regularly scheduled to work. If an employee is required to report to jury duty on a day that would normally be a day off, the employee is not entitled to compensation from UMC but may keep any jury or other fee.

**b. Witness in Non-UMC Matters Due to Employment with UMC:**

- (1) UMC employees may be required by legal process, subpoena, or summons to appear and testify in court as a witness because of the employee's duties at UMC even though UMC is not a party to the matter (e.g., a criminal case). For all such appearances and testimony, the employee shall be paid the employee's regular rate of pay, including all applicable differentials. The time spent for such appearances and testimony will be counted as hours worked for the purposes of computing overtime.
- (2) A night shift employee will be released from duty no less than eight (8) hours before the time at which the night shift employee is to appear to testify in court under this Section. The night shift employee will be paid his/her regular rate of pay including all applicable differentials for the regular scheduled time lost. A night shift employee who spends more than four (4) hours at court for his/her appearance will be given his/her next regular shift off with pay, less shift differential.

**c. Court Duty on Behalf of UMC:**

- (1) An appearance in court on behalf of UMC is defined as a matter in which UMC is a party and includes, but is not limited to, the following: court appearances or testimony, including time spent for

*JK  
KMC*

preparation or post-appearance/testimony; depositions, including time spent for preparation or post-deposition; and interviews or investigations for pre-litigation or active litigation matters.

- (2) An employee who is required by UMC to appear for court duty on behalf of UMC shall be paid the employee's regular rate of pay including all applicable differentials. The time spent for court duty will not be counted as hours worked for the purposes of computing overtime.
- (3) A night shift employee will be released from duty no less than eight (8) hours before the time at which the night shift employee is to appear for court duty on behalf of UMC. The night shift employee will be paid his/her regular rate of pay including all applicable differentials for the regular scheduled time lost. A night shift employee who spends more than four (4) hours for court duty on behalf of UMC will be given his/her next regular shift off with pay, less shift differential.

d. Court Appearance for Personal Reasons

~~(1). An employee who is required to participate in court proceedings shall not have their leave request unreasonably denied provided they submit documentation and provide at least 48 hours notice.~~

2. **Leave Without Pay:** Upon advanced written application to the department manager, a regular status employee may, in UMC's sole discretion, be granted a leave of absence without pay for a period not to exceed thirty (30) calendar days, without prejudice to his/her status, but no leave credits shall accrue during any such leave period.
  - a. Unpaid leave of absence will be granted in thirty (30) calendar day increments only and extended only when, prior to the expiration of the initial leave period, an employee requests, in writing, an extension of the leave period with the supporting documentation a supervisor may require.
  - b. Employees shall not be required to use any paid leave prior to being granted unpaid leave.

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3. **Bereavement:** In the event of a death in an employee's immediate family (as defined in section 4, c of this Article), the employee shall be entitled to consecutive paid bereavement leave based on full time equivalent (FTE) status to be taken within a ~~consecutive 30~~ ninety days (90) day period ~~of~~ from the covered family member's death

a. Bereavement with pay at his/her regular rate of pay including differentials, to attend the funeral or memorial service, or to attend to the settlement of the estate of the immediate family member. Such release shall not be considered as hours worked and will not be counted towards overtime. The amount of leave provided will be over consecutive shifts and paid is as follows:

- (1) 1.0 FTE receives 40 shift hours
- (2) .9 FTE receives 36 shift hours
- (3) .8 FTE receives 32 shift hours
- (4) .7 FTE receives 28 shift hours
- (5) .6 FTE receives 24 shift hours
- (6) .5 FTE receives 20 shift hours

b. The employee must notify their leadership (or designee) of the death of a covered family member within a reasonable amount of time, which is generally fourteen (14) calendar days of the death and follow the hospital's call in process under Article 37. At the time of communication, the employee will provide the name of the family member and their relationship to the family member. Failure to provide reasonable and sufficient notice per this section will result in the employee waiving their claim to bereavement leave (or CAL under Section 4,e below) and associated protections.

~~b. c.~~ UMC reserves the right to request proof of death. Pending receipt of sufficient documentation upon request, the employee will be compensated from their CAL bank.

~~c. d.~~ Immediate family shall be defined as: Spouse, Spousal Equivalent, Son, Daughter, Father, Mother, Brother, Sister, Mother-in-Law, Father-in-Law, Grandfather, Grandmother, Grandson, and Granddaughter. Providing the familial relationship remains intact at the time of death the employee's Step-Mother, Step-Father, Step-Son, Step-Daughter, Step-Sister, Step-Brother, Step-Grandmother, Step-Grandfather, Legal Guardian, Legal Ward, Daughter-in-Law, or Son-in-Law, Brother-in-Law or Sister-in-Law.

~~d. e.~~ An employee wishing to attend the funeral or memorial service for an Aunt,

Uncle, Niece, and Nephew shall be given up to three (3) days consecutive shifts of CAL or leave without pay (at the employee's option) upon notification to the department supervisor/manager.

e. f. Such Approved and compensated bereavement or CAL leave under this Article shall not be considered an absence for purposes of Article 37 of this Agreement. Failure to provide timely and sufficient notice or proof will be considered unapproved absences.

4. **Family Leave:** Any full or part-time employee not covered by the provisions of the Family Medical Leave Act of 1993 may request a Family Leave without pay up to a maximum of ninety (90) calendar days for the following reasons:
  - a. To attend to the needs of a newborn or newly adopted child.
  - b. To attend to the needs of a member of the immediate family (spouse, children, legal ward, mother or father) recuperating from serious illness or injury requiring custodial care or hospice care.

The employee shall apply to the Department Head who must submit the request to the Chief Human Resources Officer for final approval. UMC shall base the approval on the following criteria:

- a. Need for leave can be verified (Release of Information Form).
  - b. Employee must provide a minimum of two (2) weeks advanced written notice of the need for the leave to the department manager.
5. UMC shall continue to provide benefits in accordance with the Family and Medical Leave Act of 1993, including the following additional provisions:
    - a. **Purpose:** In accordance with the Family and Medical Leave Act of 1993, the provisions of this Collective Bargaining Agreement and UMC Human Resources Policy 10 and Human Resources Procedure 9, as in place upon the ratification of this Agreement, and as clarified and/or modified as contained below, shall not be amended or changed unilaterally by UMC, unless required by law. UMC shall continue to grant job protected family and medical leave to eligible employees for up to the maximum period as provided for under the FMLA and the terms of this Agreement (up to at least twelve (12) weeks during a rolling twelve (12) month period, and to the extent allowed by this Agreement) for

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any one or more of the following reasons:

- (1) The birth of a son or daughter and to care for the newborn child or the placement of a child with the employee for adoption or foster care; or
- (2) In order to care for a family member (parents, spouse, child, legal ward) with a serious health condition; or
- (3) The employee's own serious health condition that makes the employee unable to perform the functions of his/her classification/position.

b. **Intermittent or Reduced Leave:** An employee may take leave, intermittently (a few days or a few hours at a time), or on a reduced work schedule to care for a family member with a serious health condition or the employee's own serious health condition, when it has been determined to be medically necessary.

- (1) **Medically necessary** means there must be a medical need for the leave as distinguished from voluntary treatments and procedures and that the care can best be provided on an intermittent or reduced leave schedule.
- (2) The employee may be required by UMC to transfer temporarily to a position with equivalent pay and benefits (including the employee's regular rate of pay and applicable differentials) in order to better accommodate recurring periods of leave, when the leave is foreseeable, because it is planned based on scheduled medical treatment. If the employee is temporarily transferred, the employee shall be allowed to return to the position the employee held immediately preceding the transfer without loss of seniority, pay or any benefits, in accordance with the following:

(a) **Intermittent/Reduced Work Schedule:** due to an employee's family member's serious health condition:

- (1) When UMC determines that a temporary transfer/ reassignment is needed to accommodate an employee's intermittent or

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reduced work schedule for an approved family medical leave period, the employee retains the right to transfer back to the previously held position, without loss of pay, seniority or any benefits provided not more than 180 calendar days have lapsed in the temporary assignment and the reason for the temporary reassignment has been resolved.

- (2) If more than 180 calendar days but less than 365 calendar days have lapsed in the temporary assignment, and the reason for the temporary reassignment has been resolved, the employee may request, in writing to be returned to the previously held position, and he/she shall be returned, provided a vacancy exists. If a vacancy does not exist upon resolution of the need for the temporary reassignment, the employee shall be entitled non-competitively to the next available position in the employee's previous classification and department, within twelve (12) calendar months of return to full duty. The employee does not have any bumping rights to his/her previous position. If a position becomes vacant after the twelve (12) calendar months, UMC retains the right to non-competitively return the employee to his/her previous position/classification.

- (3) If more than 365 calendar days have lapsed in the temporary assignment, the manager of the employee's previous department retains exclusive right to non-competitively return the employee to his/her previous position.

- (b) **Intermittent/Reduced Leave:** when an employee has a need to take intermittent/reduced leave for his/her own serious health condition, UMC may determine that a temporary reassignment is necessary to accommodate an employee's request. Should the employee be temporarily reassigned, he/she retains the right to transfer back to the previously held position, without loss of seniority, pay

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or any benefits, providing not more than 365 calendar days have lapsed in the temporary assignment and the employee is released back to full duty status. If UMC filled the vacated position and the employee provides a written request to Human Resources, he/she shall be non-competitively placed into the next available position in his/her previous department. If more than twelve (12) consecutive months have lapsed since the employee returned to a full duty status, and no position became available during that time frame, then, UMC retains the right to non-competitively return the employee to his/her previous position/ classification.

- (c) **Application for FMLA:** if an employee is utilizing accrued leave (CAL or EIB) and UMC determines that the reason for such leave is an FMLA qualifying event, UMC shall notify the employee of his/her FMLA rights. It is the employee's sole decision whether or not to apply for the FMLA for each such event.

(d) **Consecutive Leave:**

- (1) Employees returning to a full duty status upon completion of the approved consecutive FMLA leave period, including any additional leave as outlined below (regardless of the reason for the FMLA leave), shall be returned to his/her current position. Assignment to an equivalent position will only be permitted if the original/former position no longer exists; or if the employee is incapable of performing the essential duties of the original/former position; or if the position has been identified by both UMC and the Union as a key position and that position was subsequently filled.

- (2) If an employee is assigned to an equivalent position upon return from an approved consecutive FMLA period (regardless of the reason for the FMLA leave), he/she shall be entitled non-competitively, upon written request to Human Resources, to the next available position in the employee's previous

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department, provided the employee is still qualified to perform the essential functions of the previous position. Re-employment rights are limited to any vacancy within the twelve (12) consecutive months immediately following the employee's return to work. Should more than twelve (12) consecutive months have lapsed since the employee's return and no vacancy occurred within the twelve (12) consecutive months, then the manager retains the exclusive right to non-competitively return the employee to his/her previous position/classification.

(e) a **Leave of Absence:**

(1) Upon completion of an approved consecutive FMLA period, any employee who has been employed by UMC for less than 120 months shall be provided not more than one (1), thirty (30) calendar days of absence for the continuation of the serious health condition. The employee must submit his/her request in writing and provide documentation, from the health care provider recommending FMLA, of the medical necessity for the continuation of leave. The employee's written request must be submitted to the employee's manager/director as soon as possible and prior to the expiration of the approved FMLA period.

(a) Upon completion of the additional thirty (30) calendar days or less, if the employee is not returned to full duty, due to his/her continuation of the serious health condition, then the employee shall be suspended pending medical separation.

(b) Upon completion of the additional thirty (30) calendar days or less

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leave of absence, if the employee is unable to return to full duty, based on a continuation of the serious health condition of an immediate family member, the employee shall be suspended pending termination for failure to return from an approved period of family medical leave. But in no case, if the termination is upheld, shall this be construed as a disciplinary termination.

- (2) Upon completion of an approved consecutive FMLA period, any employee who has been employed by UMC for more than 120 months shall be provided not more than two (2) separate, thirty (30) calendar day leave of absences for the continuation of the serious health condition. The employee must submit his/her request in writing and provide documentation from the health care provider recommending FMLA, of the medical necessity for the continuation of leave. The employee's written request must be submitted to the employee's manager/director as soon as possible and prior to the expiration of the approved FMLA period and each extension thereof.

- (a) Upon completion of the additional leave of absence(s), but not more than sixty (60) calendar days, if the employee is not able to return to a full duty status due to his/her own serious health condition, the employee shall be suspended pending medical separation.

- (b) Upon completion of the additional leave of absence(s), but not more than sixty (60) calendar days, if the employee is not able to return to full duty due to the continuation of a serious health condition of an immediate family

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member, the employee shall be suspended pending termination for failure to return from an approved period of Family Medical leave. But in no case, if the termination is upheld, shall this be construed as a disciplinary termination.

7. **CATASTROPHIC MEDICAL LEAVE:** the purpose of this paragraph is to identify when UMC shall apply certain job protections as a result of a catastrophic medical event.

a. A catastrophic medical event shall be defined as an unanticipated and debilitating injury or illness rendering the employee incapable of performing the essential physical requirements of his/her job for more than three consecutive months (for example: cancer, heart attack, stroke, back surgery) and which keeps the employee from work during an extended treatment and/or rehabilitation period.

b. Eligibility - in order for catastrophic leave to apply the following must be met:

1. The employee must have been employed as a full or part-time employee for at least five (5) consecutive years.
2. The employee must have a catastrophic medical event as defined above.
3. The employee must have submitted for and been approved to take consecutive family medical leave (FMLA) as defined in paragraph 6(e) above.
4. The certification of health care provider form must indicate the employee will be unable to work in excess of the 12 weeks guaranteed under the FMLA due to the catastrophic medical event. If the employee's medical condition changes prior to the expiration of FMLA, he/she may submit medical documentation to Human Resources to that effect prior to the final designation of catastrophic leave.

c. Job Protection - employees meeting all the requirements of subparagraph b above shall be guaranteed the following:

- (1) After the approved 12 weeks of FMLA, the employee shall be



administratively transferred from his/her original cost center to a holding cost center for a period of time not to exceed twelve (12) consecutive months from date of the original catastrophic medical event.

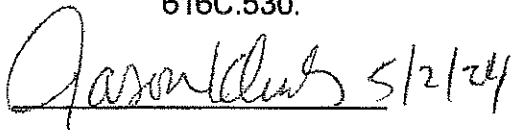
- (2) If the employee is able to return to full duty before the twelve (12) months identified in subparagraph 1 above, then he/she shall be entitled non-competitively to the next available position in his/her classification, provided the employee meets the knowledge, skills and competency requirements of that position (this may include the position previously held by the employee, if available). This provision takes precedent over Article 11, paragraph 4 of this Agreement. In the event there is no position available when the employee is returned to full duty under this provision and the employee is subsequently medically separated after the twelve (12) consecutive months, he/she shall be placed on a recall list for two (2) years from the date of medical separation. The process of recalling the employee under this provision, shall follow the process identified in Article 12, Section 2, paragraphs 1 (except for the period of recall) and 3 of this Agreement. Employees medically separated under this provision have priority reinstatement over employees laid off per Article 12 section 1 of this Agreement.
- (3) If the employee is able to return to duty through an accommodation provided under the Americans with Disabilities Act within the twelve (12) consecutive months from the original date of injury, he/she shall be entitled to a position based on that accommodation (which may include a position in a lower classification) provided a vacancy exists in the lower classification.
- (4) If the employee is not returned to duty under subparagraphs 2 or 3 above before the end of the twelve (12) month period identified above, due to medical reasons, he/she shall be medically separated. Such medical separation may be grieved per Article 9 of this Agreement.

8. **Voluntary Unpaid Leave (VUL):** if an employee is scheduled to work and no work is available and the employee is called off; an employee is scheduled to work fewer hours than his/her FTE status due to department closures; or if authorized under any applicable provision of this Agreement, an employee elects to use Voluntary Unpaid Leave, the employee may use Voluntary Unpaid Leave or CAL time at the employee's discretion. CAL and EIB will continue to accrue for the number of hours an employee is on


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Voluntary Unpaid Leave. If the lack of work is due to a management decision to close earlier than regularly scheduled hours, or to temporarily close for hours the department is normally open, UMC, at the employee's request, shall find work for that employee in other areas of the facility, if such work is available and the employee is qualified to perform the work. Work identified for this purpose shall not be refused by the employee.

9. **Union Leave:** UMC shall release from work up to five (5) bargaining unit employees, when it has been determined by management that the release of those employees is operationally feasible, in order to conduct Union business, not necessarily specified or referenced in Article 7. The length of time such an employee is released shall not exceed twenty-eight (28) calendar days unless mutually agreed upon by both the Union and UMC. No more than five (5) bargaining unit employees may be released under this provision at any one time. When an employee has completed his/her services, he/she shall be returned to his/her previously held position without loss of any status or benefit governed by this Agreement. It is understood and agreed that such employees shall not be utilized to oppose UMC on any issue, whether in the workplace, community, courts or legislature. The Union shall reimburse UMC for all costs associated with employees who are on Union leave, including salary compensation, PERS contributions and benefit continuation. The use and release of such employees will not interfere with the operational and staffing requirements of UMC or the released employee's department. The Union agrees to provide at least fourteen (14) calendar days advanced written notification to Human Resources of the bargaining unit employees it wants released under this provision. UMC shall not be responsible for any industrial injury claims resulting from activities performed on behalf of the Union away from UMC work locations during normal work hours.
10. **Leaves Associated with the Americans With Disabilities Act (ADA):** UMC will make a reasonable accommodation to return an employee who qualifies under the ADA to his/her position or to a position for which he/she qualifies (meeting the essential functions of the job) once the employee is released to return to duty and in accordance with the time-frames and provisions of the Act. In such case the employee shall not be required to compete for the position.
11. **Leaves Associated with Workers' Compensation:** UMC will comply with NRS 616C.530.

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**Article 24  
Group Insurance**

1. To be eligible for group insurance an employee must occupy a regular budgeted position and work at least 20 hours per week and meet the necessary qualifying periods associated with the insurance program.
2. Effective the signing of the Agreement, for medical, dental, and vision insurance plans ("medical insurance") UMC will deduct the following amounts from the employee's first two (2) paychecks each month to cover the employee's share of the cost for coverage under the insurance plans. The employee's share of the total premium for the plan which they are enrolled in shall be raised by twenty percent (20%) of any overall premium increases incurred by UMC on January 1 of each calendar year. Rates for subsequent years of the Agreement will be available on the UMC intranet (Human Resources and Health and Benefits tab).

<u>Self-Funded</u>	<u>Employee</u>	<u>Employee/ Spouse</u>	<u>Employee/ Children</u>	<u>Employee/ Family</u>
.5 (20 hrs/week)	\$94.43	\$179.78	\$169.37	\$249.20
.6 (24 hrs/week)	\$91.13	\$173.38	\$163.43	\$240.10
.7 (28-31 hrs/week)	\$87.81	\$166.92	\$157.49	\$231.02
.8 or above	\$ 5.00	\$114.50	\$106.57	\$170.70

<u>HMO</u>	<u>Employee</u>	<u>Employee/ Spouse</u>	<u>Employee/ Children</u>	<u>Employee/ Family</u>
.5 (20 hrs/week)	\$95.79	\$183.51	\$171.01	\$250.07
.6 (24 hrs/week)	\$92.93	\$177.80	\$165.91	\$242.41
.7 (28-31 hrs/week)	\$90.05	\$172.08	\$160.02	\$234.73
.8 or above	\$ 5.00	\$126.26	\$116.81	\$183.03

3. For vision coverage for all regular full-time and part-time employees under the Self-Funded plan (see plan document), the following amounts will be deducted from the employee's first paycheck of each month to cover the employee's share of the cost for coverage under the insurance plans:

	<u>Self-Funded</u>
Employee:	\$0.24
Employee/Spouse:	\$0.68
Employee/Child:	\$0.49
Employee/Family:	\$1.14

4. For an employee in an unpaid status, UMC will pay its share of the premium only if the unpaid status is less than thirty (30) calendar days. If the unpaid status extends past thirty (30) calendar days, the employee has the option of paying

the entire premium. In this instance, premium payments must be received by UMC no later than the 20th of the month for which the premium is being paid. Donor CAL placed in an employee's bank after the initial exhaustion of paid leave shall not qualify as paid status for this provision unless the amount is equivalent to the employee's full time equivalent (FTE) status in each pay period during any complete calendar month.

5. Should an employee forfeit group insurance coverage due to non-payment of the premium during an unpaid absence of more than thirty (30) calendar days, the employee must wait the normal waiting period required by the carrier upon returning to work before insurance coverage becomes effective.
6. A difference between an employee (or his/her beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in this Agreement.
7. Employees may elect to have group insurance deductions subtracted from gross income prior to federal income tax deductions in accordance with Section 125 of the Federal Tax Code and pay all associated administrative costs.
8. For regular full and part time employees who elect coverage, UMC shall pay 100% of the premium cost of a group life insurance policy, providing to each employee an amount of coverage of \$20,000 based on the eligibility requirements of the insurance plan. In addition to the coverage amount referred to in this section, additional coverage may be obtained for full and part-time employees through an alternative source. In the event such coverage is obtained, UMC's contribution shall not exceed \$200,000 per contract year.

**ARTICLE 25**  
**Retirement Contributions**

1. UMC will pay the employee's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for by NRS Chapter 286. Any increases in the percentage rate of the retirement contribution above the rate set forth in NRS 286.421 on May 19, 1975, shall be borne equally by UMC and the employee in the manner provided by NRS 286.421. Any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each employee's base pay equal to one half ( $\frac{1}{2}$ ) of the decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective.
  
2. The term "retirement contribution" does not include any payment for the purchase of previous credit service on behalf of any employee.

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**ARTICLE 26**  
**Workers' Compensation**

1. Under the provisions of an Agreement with the State Insurance Commissioner, UMC agrees to provide employees with medical treatment and compensation for on-the-job injuries or occupational diseases arising out of or during the course of employment with UMC.
2. For the purposes of this Article the following terms are defined:
  - a. Medical treatment is defined as all medical care rendered by a practitioner licensed to provide such medical care, hospitalization, medication and medical supplies including artificial members as prescribed by the licensed practitioner and transportation costs as provided for in NRS 616 and 617.
  - b. Compensation is defined as temporary disability payments if an employee is off work for five (5) consecutive days or more, permanent disability payments or awards and death benefits as provided for in NRS 616 and 617.
3. When an on-the-job injury or illness has been accepted, and as a result of that injury or illness the employee has been off work five (5) or more consecutive days, the employee will receive, in addition to medical treatment, temporary total disability compensation based upon a percentage of his/her averaged earned income.
4. Compensation payment is made every fifteen (15) days, retroactive to the first day lost from work. Continued compensation payments will be made every fifteen (15) days until such time the employee is released to return to work by the attending physician. The employee should keep the workers' compensation section of Human Resources advised of his/her work status to ensure timely payments of compensation.
5. Compensation payments, as mentioned in Section 3, do not commence until an employee has been off work five (5) or more consecutive days. For those injuries or illnesses which require less than five (5) days off work, the employee may elect to use his/her CAL and/or EIB time, if sufficient hours are available, to compensate for lost time from work. The employee must notify the

workers' compensation section of Human Resources in advance of the date the time card is being completed if he/she wishes the lost time to be charged to CAL and/or EIB. Workers' compensation is responsible for notifying payroll and the supervisor of the employee's election. UMC reserves the right to require the election in writing.

6. If the employee wishes to receive full salary after he/she has been off work for five (5) consecutive days, he/she may do so by supplementing the compensation check with CAL, EIB hours, or Donor Bank as applicable under terms of this Agreement. The employee should advise the workers' compensation section of Human Resources of his/her selection of this option and submit such request, in writing, to Human Resources. Human Resources is responsible for notifying payroll and the supervisor of the employee's election.
7. Should there be no CAL or EIB accruals prior to or during the period of the lost time from work as a result of occupational illness or on-the job injury, the employee will be informed of such by his/her supervisor and will be assisted in applying for appropriate leaves in accordance with Article 23. Leave periods will be granted in accordance with Article 23 (FMLA, unpaid leave of absence, etc.).

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8. Supplemental Payment. Since the use of CAL and/or EIB hours for occupational disability is at the option of the employee, for those who elect to accept the compensation check in lieu of their normal check charges against CAL and/or EIB, CAL and EIB hours will not accrue during the unpaid leave period. Accruals will resume in accordance with this Agreement upon the return of the employee to the active work force.
9. Health/Dental/Life Insurance. If, during the period of absence, the employee allows his/her health/dental/life insurance to lapse due to non-payment, the employee must meet all eligibility requirements of the applicable insurance plan document before benefits may be restored.
10. Appointments Relating to Work Injury. Any employee, who is on the job and is required to leave for a doctor appointment, physical therapy, medical testing, etc., must clock out upon leaving the work area and must clock back in upon return. Further, the employee is required to schedule the use of IC-CAL hours through their supervisor for these appointments and such CAL time shall not be unreasonably denied.

**ARTICLE 27**  
**Longevity**

1. **Creditable Service for Longevity Computation:** Periods of regular full-time employment and regular part-time employment with UMC shall be considered as creditable service for the purpose of computing longevity eligibility. All previous full-time or part-time employment that was terminated under honorable conditions, provided that no more than six (6) months lapsed between any period of separation and re-entering UMC employment, will be considered creditable service. Any period in which an employee, while employed by UMC, is called involuntarily into the active military service of the United States Armed Forces will be considered as creditable service for compensation of longevity pay.
  
2. All current employees prior to the date of the signing of this Agreement shall be entitled to longevity pay in addition to their base salary upon completion of eight (8) full years of creditable service. Employees hired into UMC service under this Agreement on or after the date of the signing of this Agreement shall be ineligible for the longevity benefit. All other employees covered by this Agreement prior to the date of the signing of this Agreement shall remain eligible for the longevity benefit. Specifically, employees eligible but not receiving payment at the date of the signing of this Agreement shall receive the longevity benefit after eight (8) full years of creditable service. The longevity benefit and eligibility for such shall be maintained upon promotion, transfer or demotion into a non-Union position and in the event an employee is recalled to UMC employment in accordance with Article 12 – Personnel Layoff, Recall and Appeal Procedure
  - a. The longevity payment shall be paid annually, in a lump sum amount, during the first pay period following the employee's anniversary hire date, as adjusted for below condition where applicable (Section 4). Longevity payments shall be prorated from the anniversary hire date, as adjusted, for eligible employees separated for any reason.
  
3. Longevity rates for eligible full-time employees shall be paid at the rate of \$80.00 for each year of creditable service of those employees with an annual base salary under \$14,000; and at .57 of 1% of the base salary for employees earning \$14,000 or more. All part-time employees will be paid at the rate of \$40.00 per year for all part-time service regardless of annual salary. All employees classified as working 72 hours per pay period are considered full-time for eligibility purposes.
  
4. Any period that an employee is on any leave of absence without pay for more than thirty (30) days will be deducted from the creditable service for longevity



pay regardless of the reason for the unpaid leave period.

5. The parties agree that for a period of eight (8) years from the date of the signing of this Agreement, Article 27, Longevity, shall not be subject to negotiation without the express written consent of both parties.
6. The parties agree the terminology in section 2 and section 5 above that reads "date of the signing of this Agreement" is September 6, 2016.

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**ARTICLE 28**  
**Education/Training**

1. UMC is committed to encourage and assist its employees in increasing and broadening their skills and knowledge through continued education in areas that will contribute to their job performance with UMC. To this end, UMC agrees to establish education and training programs and policies that will support this commitment. Such programs will be determined by UMC and may include in-services, annual mandatory testing, educational leave of absences, skills/training fairs, hospital accreditation/compliance programs, tuition reimbursement. Communication to employees regarding required training and education and deadlines for successful completion will be made electronically and by hard copy for departments with limited electronic access. UMC and the Union agree to meet and discuss inconsistencies that occur in the availability of such education and training.
2. All employees will be afforded equal access to education and training programs and opportunities.

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3. **Educational Leave of Absence:** Upon written application to his/her Administrative Division Head, an employee may, in UMC's sole discretion, be granted an education leave of absence without pay for a period not to exceed ninety (90) calendar days without prejudice to his/her status, but no leave credit shall accrue during any such leave period. The education leave of absence may be extended by the Hospital Administrator for a period not to exceed a total of twelve (12) months. However, after the first ninety (90) days, a position vacancy must exist for which the employee is qualified to return to regular active status. Employees shall not be required to use any paid leave prior to being granted education leave. The granting of educational leave shall not be arbitrarily withheld. If two or more employees within the same classification and department request similar time off under this Section, the more senior employee shall be granted the time off. In the event of additional requests for leave from the same department for the same time period, the factors in decisions on granting educational leave of absence shall include the following: the number of times the employee has been granted such a request in the past and the operational needs of the unit.
4. UMC shall maintain an in-service education program which includes assignment-related training. **Employees in affected areas will be provided access to training on new equipment and/or services instituted by UMC.** In-service training will be held at times which will maximize employee participation. Employees will be paid for time spent in the in-service programs

at their regular rate of pay including differentials. UMC will make every reasonable effort to include classes in the in-service education program that will meet CEU requirements needed by employees.

5. UMC shall make every reasonable effort to accommodate employees' scheduling needs (including allotting and/or scheduling time) as they relate to attendance at educational programs or completion of requirements by the communicated deadlines. Time spent in any mandated education or training will be compensated consistent with the provisions of this collective bargaining Agreement.
6. In keeping with its commitment to broadening employees' skills and training, UMC recognizes the benefit of increasing advancement opportunities at UMC. To this end, UMC agrees to the following:
  - a. to allow employees to attend in-service classes which might increase their advancement opportunities when operational requirements permit;
  - b. to allow employees to use unpaid education leave, subject to the conditions set forth in Section 3 of this Article for the purpose of increasing their advancement opportunities; and
  - c. to allow employees to participate in the Tuition Reimbursement Program, subject to the program guidelines and budget restraints for the purpose of increasing their advancement opportunities. Upon request to an employee's Administrative Division Head, an employee may be reimbursed the tuition for any class, if the employee can demonstrate that the class was related to the employee's current classification or a classification that represents a promotional opportunity.
7. If UMC requires an employee to attend an educational program outside of the hospital, the time spent at such meetings shall be considered as work time, and the employee shall be reimbursed for all fees and travel expenses incurred in connection therewith. All hours that an employee is required to attend an in-house training program will be considered time worked.
8. Upon written application to his/her department manager, and approval of the Administrative Division Head, an employee may, in UMC's sole discretion, be granted paid education leave to attend job-related educational programs outside the hospital.

9. Per diem employees shall be compensated at the applicable hourly rate for all hours spent in courses required by UMC that are UMC-specific. Time spent in such classes shall be considered as time worked for the purposes of computing overtime.

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Article 29  
Seniority

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1. Types of Seniority:

- a. Classification seniority shall be defined as an employee's total length of part-time or full-time service within a classification.
- b. Departmental seniority shall be defined as an employee's total length of part-time or full-time within their classification within their current cost center. Any change in status from one classification to another in the bargaining unit will allow bridging when returning to a former classification.
- c. Hospital wide seniority shall be defined as an employee's total length of service in any part-time or full-time position(s) within the bargaining unit.
- d. Ties in above seniority will be decided by using the time and date stamp of the submitted application for the classification.

2. Use of Seniority:

- a. Classification seniority shall be utilized in determining the order of layoff and recall.
- b. Departmental seniority shall be utilized in determining:
  - (1) scheduling days off;
  - (2) scheduling of CAL time when multiple leave requests are submitted at the same time by different staff for the same shifts;
  - (3) shift assignments when there is a vacancy on a particular shift in accordance with section 2 c;
  - (4) scheduling of non-prime holidays.
- c. Seniority shall prevail with respect to the application of the foregoing benefits. However, a less senior employee in a classification may be scheduled for a shift or days off preferred by a senior employee when the special training, ability or experience of the senior employee is needed to ensure that patient safety and the operational need of the unit are met. For example, a more senior employee may be scheduled or moved to a scheduled weekend night, based on the overall skill mix of the staff scheduled for that day and/or shift. A CAL request, once approved, shall not be reversed solely on the basis of seniority.
- d. Hospital wide seniority and competency will be considered for all job promotions and transfers with hospital wide seniority being a determining factor when two (2) or more employees are considered equally competent. However, the Hospital reserves the right to hire, retain, promote, or transfer employees, without regard to seniority, because their special training, ability or experience is needed for the continuing operation of the Hospital.

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3. Credible Service for Seniority:

- a. Seniority dates will be based on the effective date on the Personnel Action Request (PAR) into the classification and/or department as applicable. Provisions of this article apply to both part-time and full-time employees. Per diem employees and limited term employees do not earn seniority.
- ~~a. b. Effective July 1, 2024, once an employee accepts a position, the effective date will have their seniority dates based on the first day of the next full-pay period, regardless if the previous cost center temporarily delays the transfer.~~

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b.c. Employees accrue seniority during all paid leave time and for the first thirty (30) days of unpaid leave.

e.d. An employee's seniority is frozen when he/she is on an authorized unpaid leave of absence for more than thirty (30) days or when he/she is on layoff status for less than one (1) year.

4. An employee loses seniority under the following conditions:

- a. when he/she terminates voluntarily;
- b. when he/she is discharged for just cause;
- c. when he/she is laid off for more than one (1) year or two (2) as specified in Article 12, Section 2 (1).

5. Exceptions to Seniority Application

- a. If UMC closes one or more cost centers or departments, or merges one or more cost centers or departments into another, then employees who are required to move from their department to another shall retain their seniority, including departmental seniority, as if they never left their department.
- b. If UMC moves staff into new classifications with the same and/or similar duties currently being performed by the current classification, staff shall retain their seniority, including departmental seniority, as if they never left their classification.
- c. If UMC requires additional skills (e.g. certification) as a change to a classification to perform the same and/or similar duties currently being performed, staff shall retain their seniority, including department seniority, in the classification.
- d. If UMC creates a new classification in a department, employees in the department who are selected on the first posting of the new classification will have their seniority dates be based on the benefited time spent in the prior classification in that department.

e. Effective July 1, 2024, any current bargaining unit employee awarded a new classification, or transfer within the bargaining unit, will have their seniority adjusted no later than the start of the pay period following two (2) weeks of offer acceptance, regardless if the actual transfer is held due to operational need.

f. Effective July 1, 2024, an employee hired into the RN New Grad or Specialty Training Program within the Centralized Resource Pool ("CRP"), shall retain their seniority including departmental seniority, as if they never left the CRP, so long as the first transfer out of the CRP occurs within the first year.

*Jason Klews 4/25/24*

TA- SEIU

*Kevin Russell 4/25/24*

d: TA - UMC

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**ARTICLE 30**  
**Posting of Vacancies**

1. The Union acknowledges that UMC has the exclusive right to fill vacancies and make reassignments in accordance with the UMC Human Resources Policies and Procedures Manual as revised and adopted by the Hospital Board of Trustees.
  
2. When a new position is created or an existing position becomes vacant in a classification in the bargaining unit, the Chief Human Resources Officer or designee after consulting with the appointing authority, shall determine, in accordance with the UMC Policies and Procedures Manual, how the vacancy is to be filled. An employee may request to voluntarily change from benefitted to per-diem status in the same classification. Approval will be at the sole discretion of UMC, and will not be required to be posted and competitively recruited.
  - a. UMC will use an interest card system for employees to express advanced interest in any position that may become available. If a regular position becomes vacant or is created within a classification represented by the bargaining unit, and there is no current eligibility list, UMC will post a job announcement to accept applications. Internal postings will be for at least seven (7) calendar days. External postings will be for seven (7) calendar days unless otherwise specified on the job announcement. In each instance the Union Chief Steward over the applicable area will be notified of the need to close the posting earlier and the posting will be closed after a 24-hour notification period. Vacancies may be temporarily filled on an emergency basis. UMC shall undertake every reasonable effort to avoid filling positions on a temporary basis and under no circumstances shall positions be filled on a temporary basis for a period in excess of ninety (90) calendar days. The sole exception shall be in the event that UMC is unable to obtain a qualified candidate for a position that must be filled by an external applicant.
  
  - b. Job announcements shall be posted on-line and in at least two (2) locations readily accessible to employees (outside the cafeteria and in the recruitment office), in the department where the vacancy exists, and off site locations. A list of postings will be sent to the Union office monthly.
  
  - c. For those positions that it is determined by the Chief Human Resources Officer and the appointing authority to have an open examination, an announcement of the open examination may be posted concurrently with the internal announcement.



3. UMC shall encourage promotion within the competitive service on the basis of ability, experience, and work performance. UMC recognizes the value of affecting internal promotions to both the individual employee and the institution. Accordingly, internal applicants for promotional opportunities will be given every reasonable consideration for promotional opportunities. In furtherance of this objective UMC shall interview all applicants who meet the preferred requirements as specified in the job announcement. An internal applicant who applied for, but was not selected to fill a posted vacancy, may within seven (7) calendar days from the date notified that ~~he/she~~ they were ~~was~~ not selected, submit a written request to the leader ~~director~~ of the hiring manager ~~recruitment division of UMC's Human Resources Department~~ to inquire into the reason(s) why ~~he/she~~ they ~~were~~ was not selected.
4. Shift vacancies shall first be posted within the department prior to being posted as a vacant position or being filled from the eligibility list.
5. The decision to fill regular full-time vacancies on a temporary basis pending the completion of selection procedures will not be grievable. A vacancy filled by a demotion, transfer, or management reassignment, in a position that is equal to or less than the employee's previous position does not require posting.
6. Posting of vacancies shall state the classification (job title) and describe the duties of the position, minimum qualifications, salary, opening and closing dates for accepting applications and, if applicable, how long the list may be used and the department where the vacancy exists.

Jason Kleuts 4/25/24

TA-SEIU


Kristin Purser 4/25/24

TA-UMC

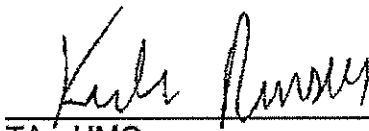
**ARTICLE 31**  
**Call Off Procedure**

1. It is understood by the parties that UMC staffing patterns are variable due to fluctuations in census. Such fluctuations may result in employees covered by this Agreement being sent home from work prior to the completion of their shift or the cancellation of a shift that had been scheduled, hereinafter referred to as "Called Off." Subject to patient care considerations, knowledge, skills, and abilities of the employee, when UMC makes a determination that a call off/pre-shift balancing is necessary prior to the start of the shift, the call-off shall apply to the self-scheduling in the Pod for nursing units in the Acute Care hospital and by classification for Ancillary in the following order. This pre-balancing process may result in floating staff to maintain their regular scheduled hours or replacing overtime (subject to 1c below), extra shift, or per-diem employees with regular scheduled CRP employees.
  - a. Solicited—Volunteers\*. \*At UMC's discretion, employees who have previously identified they would like to volunteer to be called off, and provided that such voluntary call-offs do not result in retaining an employee on overtime who would have been called off otherwise, or someone on an extra shift when there are CRP staff who are on a regularly assigned scheduled shift.
  - b. Agency or registry personnel (scheduled on an as-needed basis from an employment agency), including contracted (traveler) registered nurses.
  - c. UMC employees on overtime receiving overtime subject to Article 17 Section 1.
  - d. UMC employees on an extra shift\*. \*A regular scheduled shift is defined as the FTE equivalent status of shifts on the initial posted schedule. For example, a .9 FTE's three (3) regularly scheduled twelve (12) hour shifts per week. If an employee has more shifts on a posted schedule than their FTE equivalent status, shifts designated in UMC's electronic staffing system will determine which shift(s) will be considered extra for purposes of pre-shift balancing.
  - e. Temporary employees.
  - f. CRP per diem employees (will be reassigned back to the CRP).
  - g. Per diem employees.

- h. Benefited CRP employees (will be reassigned back to the CRP).
  
  - f.i. All other employees in the affected cost center rotated in such a manner that the time lost is equitably distributed within the cost center Pod (pre-shift balancing), cost center (after the start of the shift). Charge RNs at UMC leadership's discretion may be called off in rotation with staff RNs if there is a relief charge RN willing to work as charge RN.
2. After the start of the shift, if a call off is needed, it is conducted by cost center in the same order as above in Section 1.
  
  3. If an employee is scheduled to work and no work is available and the employee is called off after the start of the shift, the employee may use Voluntary Unpaid Leave or CAL time at the employee's discretion not to exceed their FTE status hours for the work week. CAL and EIB will continue to accrue for the number of hours an employee is on Voluntary Unpaid Leave.
  
  4. Should UMC suffer any financial hardship as a result of significant unanticipated changes to contracts affecting those individuals listed in 1(b) above, the parties agree to meet for the purpose of modifying this Article through letter of Agreement until a new Agreement between the parties is reached through collective bargaining.

 7/18/24

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 7/18/24

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**ARTICLE 32**  
**Labor/Management Committee**

1. The parties agree to establish a joint committee to meet at a mutually agreed upon time and date for the purposes of:
  - a. discussing the administration of this Agreement;
  - b. exchanging general information of interest to the parties;
  - c. providing the Union Representatives, the opportunity to share the views and concerns of their members;
  - d. discussing hospital-wide personnel policies and directives;
  - e. overseeing the progress of other committees identified in this Agreement;
  - f. any other matters of mutual concern to the parties.
2. Union committee members shall be UMC employees and appointed by the Union; management committee members shall be appointed by UMC. Members of the committee shall serve at the pleasure of the appointing party.
3. Union committee members shall not lose pay for the time spent in any meetings authorized by the provisions of this Article. Time spent in any meeting authorized by the provisions of this Article shall be counted as time worked for the purpose of computing overtime only if the time spent falls within the employee's regularly scheduled work hours.

**ARTICLE 33**  
**Health and Safety**

1. UMC will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with all laws and The Joint Commission regulations applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by UMC.
2. The Union shall appoint two (2) members who shall serve on the Hospital Safety Committee without loss of pay or benefits. Union appointed members of the Hospital Safety Committee shall be empowered to place matters for discussion on the Committee's agenda.

Disputes arising under Section 3 of this Article are not subject to resolution under the grievance procedure.

3. The Health and Safety Committee shall meet quarterly or upon request of the Union or UMC to:  
**REDLINED TA'S**
  - a. recommend policies and procedures designed to enhance or insure safety within the hospital and grounds;
  - b. review and evaluate monthly analyses on employee, patient and visitor incident reports;
  - c. review, evaluate and recommend to hospital Department Heads in-service programs on safety for employees, both in orientation and as an ongoing program;
  - d. recommend safety surveys to identify conditions which require correction; and
  - e. review hospital products as necessary.
4. If an employee's job-related tasks include exposure or potential exposure to blood, blood products, body fluids, needle sticks, or cut by other sharp instruments, the employer agrees to provide Hepatitis B, Hepatitis C, TB and/or HIV testing to such employees. Such testing shall be provided at the employee's request and free of charge to the employee. In addition, the

Hepatitis B vaccine shall be made available at cost at the request of Category II and III employees and free of charge at the request of Category I employees.

5. Any employee who believes a working condition or equipment places them at unnecessary risk for injury or illness shall immediately inform his/her supervisor. Should the employer conclude that the working condition or equipment is safe, and the employee insists to the contrary, the supervisor shall so notify the Safety Office or Administrative Coordinator on duty and the Union representative or one on duty for conclusive action.

During the investigative period, the employee may be reassigned to perform other duties within his/her job classification or a similar job classification of which he/she has the abilities to perform.

6. UMC shall continue to provide and modify a sharps disposal system that, from the point of view of engineering design and system of collection, best minimizes the exposure of employees, patients or visitors to used sharps during the time of initial disposal, collection and transportation of sharps to eventual disposal. UMC will continue to evaluate new and updated sharps disposal systems equipment on the market for purchase consideration. UMC shall maintain sufficient number of staff to ensure sharps disposal units are emptied before becoming full.

**ARTICLE 34**  
**Patient Care Advisory Committee**

1. An Advisory Committee shall be established consisting of no more than five (5) representatives of UMC and five (5) employees from various classifications within the bargaining unit, appointed by the Union, with the following objectives:
  - a. to work toward the improvement of patient care and to recommend ways and means to improve patient care;
  - b. to review patient care standards related to staffing;
  - c. to develop a method of classifying patients according to acuity of illness;
  - d. to address problems and concerns related to staffing and workloads; and
  - e. to discuss other concerns of mutual interest as they relate to patient care.
2. The committee shall establish by-laws under which it will function. By-laws shall include, but not be limited to:
  - a. method of recording, maintaining, distributing and approving minutes;
  - b. distribution method of meeting agenda in advance of the scheduled meeting;
  - c. length, frequency and scheduling of meetings;
  - d. procedure for responding to employee(s) who bring forth issues before the committee;
  - e. identification of positions (chairperson, secretary etc.), method of selecting individuals to fill these positions and the term of assignment;
  - f. how decisions will be made (i.e. majority rule or consensus); and
  - g. method of reporting findings and recommendations to the

Labor/ Management Committee, the Union, employees and Administration.

3. The committee shall meet quarterly, unless there is nothing on the Agenda needed for discussion. No employee shall suffer a loss in pay as a result of attending meetings as a committee member. Time spent attending committee meetings shall be considered as time worked for the purposes of computing overtime payments only if the time spent falls within the employee's regularly scheduled work hours.
4. The committee shall not discuss disciplinary or economic matters or pending grievances.
5. Provisions of, or disputes arising under, Section 1 of this Article are not subject to the grievance procedure.
6. The parties recognize that committees on which bargaining unit members serve, and in which patient care issues are discussed have been established in various units and departments within UMC. Such committees shall upon request forward minutes from any meeting held to the established patient care advisory committee referred to herein for review, and if necessary referral to the administrative council as set forth below. Representatives from these committees may be invited to attend patient care committee meetings. In that event, their participation shall not be considered as that of an attendee representing either party for purposes of section 1 hereof.
7. Any joint recommendations arrived at shall be promptly forwarded to the administrative council which shall review the recommendations and provide the committee with a written response within thirty (30) calendar days outlining UMC's position with regard to each such recommendation.



**ARTICLE 35**  
**Contracting Work and Mutual Obligations**

If UMC determines a need for contracting out existing service(s), the Union shall be given at least ~~thirty~~ forty-five (45 30) days' notice, in writing, prior to the decision to contract out. At the time of written notification, UMC will provide the Union with the names of the anticipated impacted employee(s).

1. In addition, the parties shall meet and confer over the impact of such decision. Except as otherwise prohibited by law, if UMC has employee(s) on layoff status the parties agree that UMC will not contract-out any work specifically performed by the laid off employee(s) at the time of their lay-off so long as the employee(s) remain on the recall list.
  
2. This Agreement shall be binding upon the Union, upon UMC and upon their respective transferees, successors and assignees (in accordance with NRS Chapter 288). If UMC shall, during the term of this Agreement, sell, assign or transfer its business, UMC shall, upon execution of an Agreement of sale, assignment or transfer, notify the prospective purchaser, assignee or transferee, by certified mail of the existence of this Agreement and shall simultaneously send the Union, by certified mail, a copy of such notice given to the prospective purchaser, assignee or transferee. UMC shall be responsible for making adequate provisions to ensure payment for accrued wages, leave and fringe benefits as of the date of transfer.

Jason Club 5/2/24  
TA-SEIU

Kevin Russell 5/2/24  
TA-UMC

**Article 36  
University Medical Center's  
Substance Abuse Policy**

**POLICY ON DRUG AND ALCOHOL FREE WORKPLACE**

It is the policy of University Medical Center and the Service Employees International Union to foster and provide a drug and alcohol free workplace for all employees. A drug and alcohol free workplace protects the safety of the public as well as the UMC valuable workforce.

While UMC will be supportive of those who seek help voluntarily, UMC will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

**1. Guiding Principles:**

There are four (4) guiding principles underlying the adoption of this policy. They are:

- a. **Education:** UMC and the Union believe that education and training of all employees in the effects and treatment of substance abuse will contribute to a safer and more efficient workplace for everyone.
- b. **Deterrence:** UMC and the Union are committed to eliminating the effects of substance abuse in the workplace. All employees are prohibited from using, possessing, buying or selling drugs or alcohol in the workplace, are prohibited from reporting to work or being subject to work (specifically on standby or on break) with prohibited drugs active in their systems or while under the influence of alcohol.
- c. **Enforcement:** The substance abuse policy will be strictly enforced. Violations of the policy or procedures will be cause for discipline up to and including termination of employment.
- d. **Treatment:** UMC and the Union are committed to helping employees with admitted substance abuse problems overcome those problems, and encourage voluntary rehabilitation options.

**2. Policy Purposes:**

The purposes of the substance abuse policy are:

- a. to implement a fair and balanced approach to eliminating substance abuse and its effects on the job;

- b. to protect the public and employees; and
- c. to provide a strong incentive for voluntary rehabilitation and return to work.

3. **Rules:**

UMC and the Union have formulated clear rules and penalties to ensure compliance with the substance abuse policy. The primary rules are:

**Alcohol**

- a. The consumption of an alcoholic beverage by an employee on duty will result in immediate suspension pending termination with no Last Chance Agreement. The possession of an open alcoholic beverage by an employee on duty shall be cause for disciplinary action up to and including suspension pending termination. The only exception to disciplinary action for the possession of an open alcoholic beverage while on duty is when the handling of an open alcoholic beverage is incidental to the employee's assigned duties.
- b. An employee will also be subject to disciplinary action up to and including suspension pending termination and may be placed on a Last Chance Agreement when the consumption of alcoholic beverages is at a time proximate to his or her work time, has an adverse effect on his or her work performance, causes impairment while on duty or on standby, or creates a risk of harm to self, others, UMC, or private property.
- c. If an employee who is required to drive as part of their ~~his/her~~ assigned duties has their ~~his/her~~ driver's license suspended or revoked temporarily or permanently, due to a substance related offense, the employee must notify their ~~his/her~~ supervisor of these circumstances when next reporting to duty. Failure to do so shall be cause for disciplinary action up to and including suspension pending termination.
- d. The felony conviction of an employee as a result of alcohol while off UMC premises and not on duty shall be cause for disciplinary action up to and including suspension pending termination.

**Drugs**

- a. The unlawful manufacture, distribution, dispensation, possession, or use of an illegal drug or controlled substance by an employee in the work place or during work hours is prohibited. Employees in violation of this policy will be suspended pending termination with no Last Chance Agreement.

- b. The use of any drug which negatively affects performance or the ability of an employee to work in a safe manner may be cause for discipline where the employee knew or should have known that the drug would adversely diminish their his/her capabilities to perform the job.
- c. Whenever an employee is taking a drug which may negatively affect their his/her performance or ability to perform in a safe manner, the employee shall notify their his/her supervisor who shall notify the Employee Health Nurse by providing written notice of the prescribed medication. An employee who fails to notify their his/her supervisor may be subject to disciplinary action. Supervisors through consultation with the Employee Health Nurse shall ensure that employees are not placed in capacities that may jeopardize the safety of others. The supervisor and the Employee Health Nurse are required to maintain the confidentiality of the employee's medical information. If the employee changes supervisors (either through transfer, promotion or demotion of the employee) the employee is responsible for notifying their hes new supervisor of any prescription medications the employee is taking. In the event there is a transition period between an outgoing and a new supervisor, the former supervisor shall be responsible for notifying the new supervisor of the employees who are on prescription medication. In the event there is no transition period, the employee shall be responsible for notifying their his/her new supervisor. The new supervisor shall be responsible to consult with the Employee Health Nurse to determine if the prescribed medications inhibit the employee's ability to work safely.
- d. The possession or use of illegal drugs while off UMC premises and while not on duty may be cause for discipline up to and including termination, where such conduct can be shown to have a direct and material adverse effect on UMC interests, including public image.
- e. If an employee who is required to drive as part of their his/her assigned duties has their his/her driver's license suspended or revoked temporarily or permanently, due to a substance related offense, the employee must notify their his/her supervisor of these circumstances when next reporting to duty. Failure to do so shall be cause for disciplinary action up to and including suspension pending termination.
- f. The felony conviction for the possession or being under the influence of illegal drugs while off UMC's premises and while not on duty shall be cause for disciplinary action up to and including suspension pending termination.
- g. The conviction of an employee for the sale or possession with intent to sell illegal drugs is cause for immediate suspension pending termination and with no Last Chance Agreement.

- h. Employees must notify their immediate supervisor of any personal criminal drug statute conviction for a violation occurring in the work place no later than seven (7) calendar days after such conviction. Failure to notify the immediate supervisor shall result in disciplinary action.

## **Drug and Alcohol Testing**

UMC may require an individual to submit to a drug and alcohol test under the following circumstances.

### **1. Pre-Employment:**

UMC Human Resources will identify specific job classifications that require an applicant selected as a new hire to take and pass a drug and alcohol screening. A positive result from the drug and/or alcohol screening may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties and responsibilities. If a legal drug screen is positive, the applicant must provide, within 24 hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen and it must be in the applicant's name. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant will not be hired.

### **2. Reasonable Cause:**

An employee will be required to undergo immediate drug and alcohol testing in accordance with the following procedures if there is reasonable cause that the employee is under the influence of a drug and/or alcohol. Reasonable cause that an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts. Examples of circumstances, although not inclusive, which constitute a basis for determining reasonable cause are specified on the Supervisory checklist for suspected impairment form. "Observation/Incident Report" included as part of this policy (Appendix C).

### **3. Post-Accident:**

An employee involved in an accident while on duty may be required to undergo a drug and alcohol test when there is:

- a. property damage that exceeds \$500, and/or
- b. personal injury.

4. **Testing Procedures for Reasonable Cause and Post-Accident:**

- a. Any supervisor evaluating an employee for reasonable cause shall complete the University Medical Center Supervisory Checklist for suspected impairment form. ~~“Observation/Incident Report.”~~ The Supervisory Checklist for suspected impairment form ~~Observation/Incident Report~~ shall/must be sent to the appropriate Department Head and Human Resources. Supervisors and managers shall not be permitted to use this policy as a vehicle to harass employees. Supervisors and managers shall be subject to the disciplinary process up to and including suspension pending termination, if they engage in harassing behavior towards employees.
- b. The suspected employee shall be afforded the right, if they ~~he/she~~ so desires, to request that, in addition to the first supervisor, another on-duty supervisor provide a second opinion as to reasonable cause. If another supervisor is not able to report to observe the suspected employee within thirty (30) minutes due (1) to the lack of another available supervisor on shift in the facility and/or (2) to the distance a second supervisor would have to travel to observe the employee, the employee's request for a second opinion will not be granted.
- c. If the employee is an eligible member of a bargaining unit, the first supervisor shall advise them ~~him/her~~ of their ~~his/her~~ right to have a Union representative prior to testing and allow the same thirty (30) minutes for a Union representative to appear. If mitigating circumstances warrant, such as the unavailability of a Union representative, the supervisor shall wait up to a maximum of one (1) hour for a Union representative.
- d. If it is determined that reasonable cause exists, the employee shall be relieved of duty and the supervisor will, as soon as possible, contact an ~~Union and UMC~~ authorized pathology laboratory to dispatch the mobile phlebotomy department to conduct toxicology collection(s) for a drug and alcohol screening. The supervisor must and the Union may, at the employee's request, remain with the employee at the collection site until the test sample is collected; arrangements will be made to have the employee transported home. The employee shall be instructed by the supervisor, that in the event the sample returns negative, that the employee will be reimbursed for the costs (if applicable) of a UMC approved transportation ~~a taxi-cab~~ from the employee's home back to UMC to retrieve their ~~his/her~~ vehicle, provided the employee returns on a day other than the day tested and they ~~he/she~~ provides the original ~~taxi-cab~~ receipt to their ~~his/her~~ supervisor. The sample will be tested and confirmed and chain of custody maintained by a Substance Abuse Mental Health Services

Administration (SAMHSA) certified laboratory facility. A sufficient amount of a sample will be taken so that, at an employee's request and expense, an alternative SAMHSA testing facility may be used to test the same sample; chain of custody will be maintained between testing facilities. In the event of a positive breath alcohol test, the employee shall have ten (10) minutes from when the positive test result is shared with the Supervisor, the employee, and the Union Representative (as applicable) to request a blood alcohol test. If the request is made within ten (10) minutes, or the mobile phlebotomy department is unable to respond within 60-minutes, the employee will be immediately transported to an authorized collection site and participate in the blood alcohol testing process. If the blood alcohol test is refused, request is not made within ten (10) minutes, the test result will be considered positive and the rest of Article 36 provisions will apply. An employee who is incapacitated to the point that he/she cannot provide a sample at the time of the incident shall later provide the necessary authorization for releasing hospital or medical reports that would indicate whether or not the employee was under the influence of a drug and/or alcohol.

- e. The supervisor shall advise the employee that they he/she will remain on paid status until the test sample is collected. After the sample is collected, the employee will be placed on leave in the following order as leave benefits are exhausted (CAL, EIB, Leave Without Pay) until UMC receives the test results. If the test is negative, UMC will make the employee whole.
- f. The results will be delivered by mail or carrier electronically to Human Resources. Positive test results will be sent to a medical review officer prior to any further action by UMC. The employee will be notified of the results and a copy will be made available to the employee. The employee's Department Head or designee will be notified whether the test results are positive or negative. A drug test will be considered positive if the confirmation cutoff levels established by the SAMHSA are exceeded. An alcohol test will be considered positive if the breath alcohol (if applicable) or and blood alcohol (if requested) content is .08 percent or greater, or the limit specified in NRS 484.0135 or other applicable law if less than .08 percent. However, in the event an employee's breath alcohol or and blood alcohol level tests less than .08 but greater than or equal to .05, the employee shall not be considered positive, but shall be required to seek assistance through the employee assistance program. Tests resulting in a value of less than .08 but greater than or equal to .05, shall not be subject to discipline or random drug testing.
- g. A refusal to submit to a drug and alcohol test or to provide the necessary authorization for releasing hospital or medical reports that would indicate whether or not the employee was under the influence

of a drug and/or alcohol shall be considered a positive test result and the employee shall be placed on a Last Chance Agreement.

### **Disciplinary Procedures for a Positive Drug and/or Alcohol Test:**

1. A positive drug and/or alcohol test requested as a result of an accident which causes injury to a person or property damage will be cause for disciplinary action in accordance with Section 3 below.
2. Legal Drug - A test resulting in a positive screen for a legal drug will result in the following actions:
  - a. the employee may be disciplined for the performance or behavior that established reasonable cause to test the employee;
  - b. the employee will provide the Medical Review Officer (MRO), within twenty- four (24) hours of request, a bona fide verification of a valid, current prescription for the drug identified. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified their his/her supervisor, the employee will be subject to disciplinary action in accordance with Section 3 below; and
  - c. before the employee may return to work, the employee must provide the Department Head with a return-to-duty statement form from the prescribing physician or licensed/certified rehabilitation and treatment program provider. The return-to-duty statement form must be a signed statement indicating whether an employee is able to perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions.
3. Illegal Drug - A test resulting in a positive screen for an illegal drug or the abuse and/or misuse of a legal drug or controlled substance will result in the following action:
  - a. **First offense:** Unless previously specified as an infraction resulting in immediate suspension pending termination, the employee will receive a suspension for a period of time based on the severity of the infraction and shall be required to sign and successfully complete the conditions of a Last Chance Agreement.
  - b. Before the employee may return to work, the employee must provide the Department Head with a return-to-duty statement form from the prescribing physician or licensed/certified rehabilitation and treatment



program provider releasing the employee to return to work. The return-to-duty statement form must be a signed statement indicating whether an employee is able to return to work and perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the return-to-duty statement form must also identify the employee's restrictions. This must occur within sixty (60) calendar days of the drug test date. Failure to provide a return-to-duty statement form with respect to their substance abuse problem within sixty (60) calendar days will result in disciplinary action up to and including suspension pending termination.

c. **Second offense:** The employee will be suspended pending termination.

4. **Alcohol** - A test resulting in a positive screening for alcohol will result in the following action:

a. **First offense:** Unless previously specified as an infraction resulting in immediate suspension pending termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and will be required to seek assistance through the Employee Assistance Program. The employee will be required to provide a return-to-duty statement form the prescribing physician or licensed/certified rehabilitation and treatment program provider releasing the employee to work. The return to duty statement form must be a signed statement indicating whether an employee is able to return to work and perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions. This must occur within sixty (60) calendar days of the drug test date. Failure to provide a return-to-duty statement from with respect to their substance abuse problem within sixty (60) calendar days will result in disciplinary action up to and including suspension pending termination.

b. **Second offense:** Unless previously specified as an infraction resulting in immediate suspension pending termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and will be required to sign and successfully complete the conditions of a Last Chance Agreement.

c. **Third offense:** The employee will be suspended pending termination.

**Last Chance Agreement:**

Refusal to sign or comply with a Last Chance Agreement shall be considered just cause for termination. The Last Chance Agreement shall be the final step before

termination in the disciplinary process. The Last Chance Agreement shall require at least the following:

1. The employee to contact the Employee Assistance Program within seven (7) calendar days of employee notification of a positive drug or alcohol test.
2. The Employee Assistance Program will assess and recommend the appropriate level of treatment and provider options. The program/provider may be selected by the employee, at the employee's option. The employee will be encouraged to seek treatment, but the decision to seek treatment is the responsibility of the employee.
3. Return-to-duty statement form signed by the prescribing physician or state licensed/certified rehabilitation and treatment program provider releasing the employee to return to work. This must occur within sixty (60) calendar days of the drug test date. Failure to provide a return-to-duty statement form with respect to their substance abuse problem within sixty (60) calendar days will result in disciplinary action up to and including suspension pending termination.
4. A minimum of four (4) random tests over a period of one (1) year from the date of returning to duty. An employee's Department Head or immediate supervisor, as approved by the Department Head, may require testing at any time the employee is on duty.

#### **Confidentiality:**

With the exception of the laboratory testing facility, the Director, Human Resources Operations (for labor and workers' compensation incidents), and the tested individual, the medical record shall not be released to anyone without express written authorization of the tested individual unless ordered by means of proper legal procedure and appropriate legal authority, such as, but not limited to court ordered subpoena, or in connection with a disciplinary proceeding.

To ensure the confidentiality of employees' medical records, the laboratory reports, test results, and Observation/Incident Reports shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical record that will be securely kept under the control of UMC Human Resources.

Violation of the confidentiality of an employee shall result in discipline, up to and including suspension pending termination regardless of bargaining unit status. Notification of non-compliance with Last Chance Agreement between any involved parties is not considered a violation of the confidentiality clause.

#### **Training:**

Training is an essential element in assuring the effectiveness of the Drug and Alcohol

Free Workplace Program. Supervisors and employees must be kept informed of not only the policy and procedures of this drug and alcohol program but of the programs available to them which promote wellness and safety. Supervisor and employee training will be made available.; ~~individual consultation by the Employee Assistance staff will be available upon request.~~

~~1. Supervisor~~

~~Training: Topics~~

~~include:~~

- ~~a. Developing working knowledge of drug and alcohol policy and drug testing procedures.~~
- ~~b. Developing working knowledge of impact of substance abuse in the workplace.~~
- ~~c. Developing working knowledge on identification of possible impaired employees through symptom recognition and job performance standards.~~
- ~~d. Developing skill in application of procedures to effectively approach and appropriately handle questionable behavior with employees.~~
- ~~e. Becoming knowledgeable in available resources and procedures for referral such as the Employee Assistance Program.~~
- ~~f. Learning effective participation in monitoring a Last Chance Agreement.~~
- ~~g. Learning the critical issues regarding confidentiality and employee rights.~~

~~2. Employee Awareness Training:~~

~~Topics include:~~

- ~~a. The drug and alcohol policy and drug testing procedures.~~
- ~~b. Impact of drugs and alcohol in workplace.~~
- ~~c. Available resources for assistance including the Employee Assistance Program.~~
- ~~d. Effects, signs and symptoms of alcohol and drugs.~~
- ~~e. The Last Chance Agreement.~~



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ARTICLE 37  
Attendance Policy

UMC and SEIU, Local 1107 agree that an employee's appropriate use of leave is critical to his/her wellbeing and the efficient operation of UMC. To promote personal accountability, the parties do not condone the misuse of paid leaves.

1. To minimize the interruption to patient care and to effectively staff the hospital, each employee or designee as applicable is responsible for notifying his/her supervisor at least ~~four (4)~~ three (3) ~~eight (8)~~ ~~six (6)~~ hours before the start of the scheduled shift whenever absence from work is necessary. No employee can receive both a tardy and an absence for the same incident. Failure to properly notify the supervisor (or designee) four (4) three (3) hours prior to the beginning of the shift will result in the employee being charged with one two absences per Article 37 Section B.1.

REDLINED TA's

2. In the case of emergency or sudden illness, an employee will receive pay from the appropriate accrual bank for the time missed.
3. An employee is not required to provide all pertinent information to the supervisor when calling off for any reason, however, he/she is required to provide enough information to allow the supervisor to determine whether the call off is an emergency or a sudden illness, thereby authorizing payment under the applicable collective bargaining provision. The mere statement that the employee has a personal issue does not suffice to ensure payment under the terms of the collective bargaining Agreement.
4. In those situations, where an employee informs his/her supervisor while working that he/she must leave the shift early, the employee shall use time from the appropriate accrual bank.
5. The employee must report personally to the supervisor or designated department contact unless absolutely impossible to do so. If unable to report personally, the employee may have a designee who is familiar with the employee's condition and status contact the supervisor or

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designated contact. The employee acknowledges that he/she will be responsible for any failure on the part of the designee to report to the supervisor or department contact.

6. The employee or designee as applicable must report to the supervisor each day of absence unless the supervisor gives instructions otherwise. In the event the employee has spoken with and provided a physician's note to the supervisor and/or designee, he/she will not be required to report each day for the duration of the period of the note. The employee will be required to contact the supervisor at least once a week during the leave period.
7. An employee absent due to injury/illness for three (3) or more consecutive shifts may be required to submit a physician's verification of illness to his/her supervisor. The physician's statement must be from a treating physician. Such note must indicate the dates of incapacity and whether the employee will be able to perform the duties of his/her position. It must also include verification of hospital admission if the employee was hospitalized for the illness or injury.
8. The supervisor reserves the right to require a physician's verification of illness any time the employee demonstrates abusive or habitual absenteeism.
9. In order to implement this article on a consistent basis, all supervisors, managers, directors, and administrative personnel will be accountable to review and document the attendance records of their employees each pay period. Any corrective counseling and/or notification must be made to the employee within fourteen (14) calendar days of the absence, unless mutually agreed to by the Union and UMC.
10. The parties recognize that the intent of this policy is to assist with staffing and minimize excessive, habitual and abusive use of leave time. Therefore, at the Union's request, the parties will meet and confer in order to address attendance related circumstances that may justify mitigation.

REDLINED TA's

**Section A. Definitions:**


1. An absence is defined as each scheduled shift that an employee fails to report to work as scheduled, reports more than one (1) ~~2~~ hours after the start of the scheduled shift, or fails to complete scheduled work time unless there is pre-authorization for such absence.

Consecutive absences (to a maximum of three consecutive shifts) will only count as one absence for the purposes of computing excessive absenteeism (Section B) if the employee provides a physician's note from a treating physician. Such note must be provided within seven (7) calendar days from the return to work. The note must include the dates of incapacity consistent with the consecutive call in. Failure to provide such a note by the deadline will result in each shift being considered an absence. Upon request of employee, once every rolling twelve (12) months five (5) consecutive absences may be combined for one (1) absence with a physician's note.

2. Habitual absenteeism may exist when an employee has an identifiable pattern of absences. Examples include, but are not limited to, an employee that is consistently absent the day after payday, after a discipline, before or after scheduled days off, before, on, or after a holiday, or a pattern of absences that avoid counseling or repeat counseling levels under the excessive absenteeism counseling path in Section B below.
3. Abusive absenteeism may exist when the employee or designee as applicable reports absences with a false excuse (i.e. reported sick but took leisure time or worked elsewhere, called off when leave was denied, or fraudulently uses Family Medical Leave.)

**Section B. Disciplinary process:**

1. During any twelve (12) ~~nine (9)~~ six (6) month period, the following actions will be followed for absences:



• <del>Seventh</del> <u>Sixth</u> absence	• Verbal counseling (non-disciplinary)
• <del>Eighth</del> <u>Seventh</u> absence	• First written warning
• <del>Ninth</del> <u>Eighth</u> absence	• <u>Second</u> written warning
• <del>Tenth</del> <u>Ninth</u> absence	• <u>Final</u> written warning
• <del>Eleventh</del> <u>Tenth</u> absence	• Suspension pending termination

**Note: The parties agree to develop an MOU for the transition to the new disciplinary process.**

~~Seventh absence~~ \_\_\_\_\_ ~~Verbal counseling (non-disciplinary)~~

~~Eighth absence~~ \_\_\_\_\_ ~~First written warning~~

~~Ninth absence~~ \_\_\_\_\_ ~~Final written warning~~

~~Tenth absence~~ \_\_\_\_\_ ~~One day unpaid suspension~~

~~Eleventh absence~~ \_\_\_\_\_ ~~Suspension pending termination~~

If an employee is absent more than one consecutive shift and is currently in the disciplinary process, the employee may be disciplined upon return to work for each absence at the appropriate level.

2. Employees with ongoing unacceptable attendance patterns (i.e., received more than one corrective counseling within any ~~twelve (12)~~ ~~nine (9)~~ six-month period) shall be moved forward to the next step of discipline if documented on the prior corrective counseling notice.

3. Habitual or abusive absenteeism is grounds for immediate disciplinary action up to and including



suspension pending termination.

**Section C. Unauthorized Absence No Call - No Show:**

1. Failure on the part of the employee to report absences as outlined in the prior sections of this article and within the first two (2) hours of the scheduled shift will constitute a no call - no show. A no call - no show is a serious violation and will result in disciplinary action.

♦ 1st no call/no show	♦ Final Written Warning
♦ 2nd no call/no show within 12 months	♦ Suspension Pending Termination

~~1st no call/no show~~ ~~Written warning~~

~~2nd no call/no show~~ ~~Twenty four (24) hours unpaid suspension~~

~~3rd no call/no show within 12 months~~ ~~Suspension pending termination~~

An employee with ~~more than two (2) or more~~ consecutive shifts of no call -- no show or portions thereof, shall be considered to have abandoned his/her position and may be suspended pending termination, unless the employee is absent due to their hospitalization and subject to sufficient documentation as determined by management, which will be considered one (1) absence under B(1) above. and unable to notify the employer.

**Section D. Special Category:**

Types of absences not covered by this policy:

Absences documented under Workers' Compensation. Absences

documented under FMLA.

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Approved leaves such as: military leave, jury duty, court duty, Leave Without Pay, family leave, VUL, bereavement and pre-scheduled CAL/EIB.

**Section E. Attendance Benefits:**

University Medical Center is committed to supporting its employees by offering incentives that will help promote a positive organizational culture of commitment, excellence and respect are to be determined by the administration. UMC and SEIU may collaborate on incentive programs via the Labor/Management Meeting.

Jasm Klews 5-2-24  
TA-SEIU

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Kedra Marshall 5-2-24  
TA-UMC

**ARTICLE 38  
Tardy Policy**

1. A tardy is defined as failure to clock in at a phone/location assigned by the supervisor and ready to perform work at the beginning of a scheduled shift. Employees may clock in up to seven (7) minutes before the start of their shift; however, clocking in after the start of their scheduled shift is considered tardy. Employees who clock in more than seven (7) minutes after the start of their shift shall be required to use CAL time to be compensated for the time missed. Employees are expected to clock in to the time and attendance system.
  
2. During a ~~twelve (12)~~ six (6) month period, the following progressive disciplinary action shall occur when an employee fails to clock in as required in Section 1 above or reports to the assigned work station after, but within One (1) ~~two (2)~~ hours of the start of the employee's scheduled work shift. No employee can receive both a tardy and an absence for the same incident.

• Fourth	• Verbal counseling
• Fifth	• First written warning
• Sixth	• Second written warning
• Seventh	• Third written warning
• Eighth	• Final written warning
• Ninth	• Suspended pending termination

~~Fourth~~ ~~Seventh~~ tardy — Verbal counseling  
~~Fifth~~ ~~Eighth~~ tardy — First written warning  
~~Sixth~~ ~~Ninth~~ tardy — Second written warning  
~~Seventh~~ ~~Tenth~~ tardy — Final written warning  
~~Eighth~~ ~~Eleventh~~ tardy — One (1) day unpaid suspension  
~~Ninth~~ ~~Twelve~~ tardy — Suspended pending termination

3. Employees with ongoing unacceptable tardiness patterns (i.e., received more than one corrective counseling within any ~~twelve~~ six-month period) shall be moved forward to the next step of discipline if documented on the prior corrective counseling notice.
  
4. Supervisor/department managers leader ~~or designee~~ are responsible for:
  - a. documenting all late arrivals for work. Failure to clock in will not be a tardy

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if resulting from supervisor's assignments or if supervisor (or designee as determined by department leadership) is aware employee was at work station and ready to perform work;

- b. following the established progressive disciplinary action prescribed above. Any corrective counseling and/or notification to the employee must be made within fourteen (14) calendar days of the tardy unless mutually agreed to by the Union and UMC;
  - c. administering the progressive disciplinary action equitably when late problems occur.
5. Employees are expected to give notice when the employee knows he/she will be tardy.

Jason Adams 4/25/24  
TA-SEIU

Keneth Russell 4/25/24  
TA-UMC

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## Article 39 Floating

### Section 1: Policy

1. The purpose of this policy is to set forth the manner by which employees may be floated. This policy will provide flexible staffing in areas with common expertise; to provide criterion and a method by which an employee may refuse to float; to ensure efficient skilled staff; to provide quality and safe patient care; to effectively evaluate the job performance of float personnel to maintain quality and safe patient care.
2. In order to balance patient needs with available staff, an employee will "float" and/or be sent home, as determined by the nurse manager/charge nurse or appropriate manager or designee of the section to which ~~he/she~~their is permanently assigned. All staff are expected to report for duty as indicated by their regular schedule and they may be floated or sent home after reporting to their regularly assigned section. In times of very low census hospital-wide, employees may be called off, pursuant to Article 31 of this Agreement, by the nurse manager/charge nurse or appropriate manager prior to the beginning of the shift or after it has been determined that there is not a need for help in other section groups.
3. An employee who is required to float shall continue to receive any applicable critical care differential and/or shift differential while in the float assignment. An employee will not be floated to more than one section during an assigned shift. An employee shall not be required to float more than once during any shift. A return to the home cost center will not be considered a float.
  - a. The only exception to this rule shall be the Trauma and Emergency Services Division. Should an employee be required to float to the trauma unit to assist during an emergency situation, once the emergency situation is resolved, the employee used to cover the emergency will return to his/her own unit. UMC shall establish a position in the Trauma unit and/or Adult ER where employees will be rotated through on a monthly basis in order to obtain training in the trauma unit operations. Employees will rotate through this position based first on volunteers and then based on seniority (employee with the least seniority rotating through first). The position shall be filled by employees in the Emergency Services group identified in Section 4 below.
4. Employees will be floated within the classification with consideration given to competency and skill sets within the classification. Floating for ancillary staff will be by classification. Floating for nursing staff will be completed based on appropriate pods. Parties agreed to meet and confer to update as applicable to include new ~~call~~ cost centers into the appropriate pod.
  - a. Critical Care Services; identified as TICU, MICU, NSCU/SICU, CCU/CVCU, BCU-BCU-OP, ~~Chest Pain Center~~ CIMC, 3 West, 3 South.

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- b. Medical-Surgical Services; identified as 5 South, 5 North, 4 South, 4 North, 2 West, 2 South, 4300, 1400 (Transplant), TCU, and 1500 (Oncology).
  - c. Maternal and Pediatric Services; identified as Perinatal, Pediatrics, Pediatrics ICU, and NICU.
  - d. Perioperative Surgical Services; identified as Surgery (including Endoscopy), Day Surgery, Anesthesia, Sterile Processing, and PACU.
  - e. Emergency Services; identified as Pediatric's Emergency Room, Adult Emergency Room, GDS, and Trauma Resuscitation.
  - f. Care Centers (Ambulatory): North: Aliante, Centennial, Summerlin, Rancho, Ortho OP, UMC Physicals, Enterprise, Wellness Center, Primary Care at the Medical District; South: LAS Airport, Peccole, Spring Valley, Nellis, Blue Diamond, Sunset, Southern Highlands.
  - g. The parties agree that should skill requirements for the like groups identified above change, UMC shall meet and confer with the Union before making necessary adjustments to the group assignment.
5. Employees who are interested in working when they are called off in their own section or working overtime on sections other than their closed section, should contact the nurse manager/charge nurse or appropriate manager of those sections directly.

### **Section 2: Responsibilities of the Nurse Manager or Appropriate Manager**

1. Assignment of the floated employee shall be as closely related to (but not to exceed) the competency and skill level of the employee as possible and within the guidelines established by the Nurse Practice Act or any applicable law or regulation which governs any license or certification of an employee. UMC will make every reasonable effort to ensure that the floated employee receives a reasonable work assignment in the area where he/she is floated and will not receive all of the highest acuity patients.
2. Floated employees are held accountable up to their level of expertise and for policies and procedures common to all sections applicable to the employee's classification.
3. Each unit shall maintain its own float list, by classification, with its rotation system. The float list will be available for review at the nurse's station.
4. Each section will have an orientation of responsibilities prior to working on the floor with patients for each classification of personnel for each shift. Floated employees will be oriented by a regular full or part-time employee in the float unit.

### **Section 3: Responsibilities of the Floated Employee**

1. It is the responsibility of the floated employee to check with the nurse manager/charge nurse or appropriate manager to clarify his/her duties on the unit/department where the employee floats, to complete the assignment to the best of his/her ability, and to document any concerns to the unit manager.

- a. Following is the process by which comments and concerns shall be investigated and addressed. The floated employee shall:
- (1) submit the concerns to his/her appropriate manager in writing, who shall be responsible for informing the appropriate administrator or designee of the complaint or issue to be evaluated;
  - (2) at the employee's option, he/she may provide a copy of his/her concerns to the Union; and
  - (3) keep a copy of the complaint for his/her records.
- b. If the floated employee identifies a possible issue with the float process, the manager is responsible for investigating the issue within five (5) working days of receipt of the complaint. The investigation must include a discussion with the floated employee and at the employee's request, his/her union representative. A written response will be issued within three (3) working days after the meeting with the floated employee. A copy of the response will be provided to the employee, the Union, and the appropriate Director.
- c. If the floated employee believes his/her issue has not been properly addressed, the floated employee or at his/her request the Union on his/her behalf may request in writing, a meeting with the appropriate Director.
- (1) The appropriate Director shall meet with the affected employee and his/her Union representative within five (5) working days of the receipt of the request.
  - (2) The appropriate Director shall provide a written response to the floated employee, the Union, and the manager within three (3) working days after the completion of the meeting in which his/her decision shall be outlined.
- d. If the floated employee believes his/her issue has not been properly addressed, the floated employee or at his/her request the Union on his/her behalf may request in writing, a meeting with the appropriate Administrator.
- (1) The appropriate Administrator shall meet with the affected employee and his/her Union representative within five (5) working days of the receipt of the request.
  - (2) The appropriate Administrator shall provide a written response to the floated employee, the Union, and the manager within three (3) working days after the completion of the meeting in which his/her decision shall be outlined. The decision of the Administrator is final and binding and not subject to the Grievance and Arbitration and/or Discipline and Discharge Articles (Articles 9 and 10 respectively) of this Agreement.

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- e. Issues of discipline will not follow this procedure, but shall be addressed using the Grievance and Arbitration and Discipline and Discharge Articles (Articles 9 and 10 respectively) of this Agreement.

#### Section 4: Refusal to Float Policy

1. Refusal to float, outside the criterion identified in this Article, may result in disciplinary action.
2. After discussion with the unit manager/charge nurse or appropriate manager, if the floated employee questions the assignment he/she may discuss the concern with the on duty Administrative Coordinator or the unit designee at the management level. If a conflict still exists, the floated employee must complete the assignment to the best of his/her ability, unless the concerns fall into one of the criterion for refusal to float.
3. New graduates shall not be floated for a minimum of six (6) months but not to exceed twelve (12) months from the date of hire into UMC as a registered nurse.
4. If an employee refuses to float, he/she must place in writing the reason for the refusal to float and submit the written document to his/her unit manager or unit designee. However, an employee may still be required to float if he/she cannot substantiate the reason for refusing to float.

#### Section 5: Float Sequence

Employees will be floated in the following order:

1. volunteers;
2. agency or registry personnel, including contracted registered nurses;
3. temporary employees;
4. per diem employees;
5. ~~any employee who is working an additional shift in the following sequence:~~
  - a. ~~an employee who is working a scheduled shift (which was scheduled prior to the publishing of the schedule) while receiving overtime payment;~~
  - b. ~~an employee who is working an unscheduled shift (which was not scheduled prior to the publishing of the schedule) may be floated with the agreement of the employee.~~

~~A list of volunteers who are willing to work overtime and float may also be established.~~

6. all other employees, in the affected cost center/unit, by classification, on a rotational basis in such a manner that the temporary assignment is equitably distributed within the cost center/unit by classification (for example: if a registered nurse is required float, only a

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registered nurse can float, a licensed practical nurse or a certified nursing assistant cannot float in place of a registered nurse). The float must be accomplished on a classification for classification basis.

#### **Section 6: Criterion for Refusal to Float**

1. An employee may refuse to float without the fear of discipline if:
  - a. He/she has been identified to float to an area outside of his/her group (i.e. Maternal Child, Medical-Surgical, etc.); or
  - b. The employee can show that accepting the float assignment would violate the Nurse Practice Act or any other applicable law or regulation which governs any license or certification of an employee and place such license/certification at risk; or
  - c. ~~He/she was contacted to work an unscheduled shift (as defined in Section 5b), if the employee was not informed that he/she may be required to float. It is the intent of this section to notify an employee, who is contacted to work an unscheduled shift or overtime, where he/she will be working; or~~
  - d. An employee who is on stand-by and receiving stand-by pay, shall not be required to float to another unit during a call back. and no other employee of the same classification will be floated as a result of the call back of the stand-by employee.

#### **Section 7: Responsibilities of the Charge Nurse or Appropriate Manager or Designee**

The provisions of this section shall be implemented upon full ratification and approval of this Agreement.

1. When an employee floats to a new section or a section where he/she has not worked in over six (6) months (and at the request of the floated employee), at the beginning of a shift, the going off charge nurse or appropriate manager, will be required to stay over (on overtime, if applicable, for no more than 45 minutes) and orient the employee to the physical location assigned (show the employee his/her assigned rooms, where supplies are located, where the break room is located, etc.) and to ensure the floated employee has the required knowledge, skills, and abilities.
2. The charge nurse or appropriate manager is responsible for introducing the floated employee to his/her resource person (which shall be of the same or higher classification), who is assigned to perform this function for the floated employee's shift. If the resource person changes during the shift, the charge nurse or the appropriate manager on duty is responsible for identifying his/her replacement to the floated employee.
3. When an employee floats to a new section for the first time or a section where he/she has not worked for a period of six (6) months (and at the request of the floated employee) after the start of his/her shift, it is the responsibility of the receiving on duty charge nurse or appropriate manager or designee to orient the employee to the physical location assigned (show the employee his/her assigned rooms, where supplies are located, where the break room is located, etc.).
4. During the orientation, the charge nurse or appropriate manager or designee shall also be responsible for identifying any medications and/or equipment which is specific to the unit assigned and orienting the floated employee to the uses of the medications and/or

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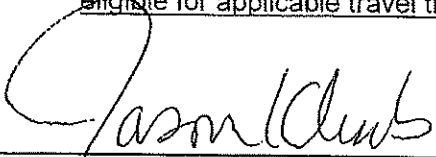
- equipment. Additionally, the charge nurse or appropriate manager or designee shall orient the floated employee to any section specific documentation process which may be in place.
5. In every instance the orientation by the charge nurse or appropriate manager or designee, of the unit accepting float personnel, shall include at least the following:
    - a. Physical location of rooms, break room, supplies, etc.; and
    - b. Introduction to the resource person; and
    - c. Introduction to medications, documentation processes, unit specific data entry requirements, and equipment specific to the unit assigned.


**Section 8: Responsibilities of the Float Unit**

1. UMC will make every reasonable effort to ensure that a floated employee will not receive an assignment that contains all of the highest acuity patients on the floor nor will the floated employee receive an unusually heavy assignment. Assignments will be balanced among the employees working on the unit, based on acuity and following prudent nursing standards.
2. At no time will a floated employee be left without a designated resource person.

Section 9: Care Centers (Ambulatory):

1. When applicable and upon the employee submitting the required form(s) they will be eligible for applicable travel time and mileage reimbursement when floating.

 6/20/24  
\_\_\_\_\_  
TA - SEIU

 6/20/24  
\_\_\_\_\_  
TA - UMC

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**ARTICLE 40**  
**Access to UMC Services**

1. When UMC determines that there is a need for an employee to complete a mandatory requirement of employment (examples: TB skin test or CPR certification/re-certification) those services shall be made available on all shifts or UMC shall provide the appropriate compensation for attending to the mandatory requirement during non-working hours.
  
2. With regard to those services affecting all employees (for example, i.e., enrollment for health/life insurance and section 125 plans) that Human Resources is either responsible for or provides coordination of, Human Resources will make access to those services available on all shifts. However, individual employee specific issues will continue to be addressed during the normal business day.

REDLINED TA's

**ARTICLE 41**  
**General Savings Clause**

1. If any provision of this document or any application of the document to any person or persons covered herein be found contrary to Federal Law or the NRS, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect. If there is any change in Federal Law or the NRS that would invalidate or supplement any provision of this Agreement, excluding changes in NRS Chapter 288, the parties will meet to negotiate any change in the Agreement relative to the affected provisions only.
  
2. In the event NRS Chapter 288 is amended, UMC and the Union, through a committee of not more than five (5) representatives each, will meet within thirty (30) days of such passage to informally discuss the ramifications, if any, on the current negotiated Agreement.

REDLINED TA's

**ARTICLE 42**  
**Entire Agreement**

It is intended that this Collective Bargaining Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Agreements between the parties that may have been established prior to the signing of this Agreement will remain in effect unless modified by the terms of this Collective Bargaining Agreement. UMC and the Union may change or modify this Collective Bargaining Agreement during its term only by mutual Agreement.

REDLINED TA's

**ARTICLE 43**  
**Anti-Strike Clause**

The Union agrees not to strike. In accordance with NRS 288.070 "Strike" is defined as a concerted:

1. Stoppage of work, slowdown or interruption of operations by employees;
2. Absence from work by employees upon pretext or excuse, such as illness, which is found in fact; or
3. Interruption of the operations of UMC by the Union.

REDLINED TA's

**ARTICLE 44**  
**Interpreter Pay**

1. For purpose of this Article the following definitions shall apply:
  - a. Communication - a dyadic encounter in which information is directly exchanged between a health care provider and a patient who speak a common language.
  - b. Interpretation - a triadic encounter in which a third person is used to make communication possible between the health care provider and a patient who does not speak the same language.
2. An employee will be eligible to receive interpreter pay provided the following conditions are met:
  - a. The department director identifies the number of employees approved to seek certification. If the director indicates no employees are needed, employees currently eligible for interpreter pay will no longer be eligible. If more employees than identified express an interest, the employee(s) with the most departmental seniority will be allowed to go through the language assessment and certification process identified in b below. Only the number of employees identified by the director will be eligible.
  - b. Identified employee(s) must successfully pass a language assessment and certification process to ensure they have the skills to communicate in a language identified by UMC as needed for interpretation. The assessment and certification process will be administered by Interpretive Services.
    - (1) Employees are required to maintain current certification.
    - (2) Employees are required to pass annual competency skills testing relating specifically to interpretation skills conducted by Interpretive Services.
  - c. Identified employee(s) with a current certification and competency rating must provide interpretation as defined in Section 1 b above for 15% of budgeted FTE status during the pay period.
3. Interpreter Pay shall be \$75.00 per pay period, in the form of a stipend, for

each employee who interprets outside of his/her own classification or Cost Center as identified in paragraph 2 above. The stipend will not be included in the employee's base pay and is not used in the calculation of PERS retirement contributions or longevity.

4. The parties further recognize that eligibility and pay under this Article is not automatic simply because an employee is bilingual and uses bilingual skills in the course of his/her job duties. Except for those classifications where the sole purpose of the classification is to interpret, if UMC adds, as a requirement, interpreting to a job description, the employee will receive interpreter pay provided all the other provisions of this Article are met.

REDLINED TA's



**ARTICLE 45**  
**Term of Agreement**

This Agreement shall be effective <insert date of approval by Clark County Board of County Commissioners> and shall remain in effect until the last day of June 30, 2028, and shall continue from year to year thereafter unless UMC and the Union agree to change, amend, modify or terminate this Agreement pursuant to the provisions of NRS Chapter 288.

REDLINED TA's

## ARTICLE 46

## Centralized Resource Pool (CRP)

~~UMC created the CRP in 2021, whereas the parties agreed to terms and conditions of employment for staff in that cost center in a letter of agreement, whereas the following memorializes the letter of agreement into the collective bargaining agreement.~~

## 1. Centralized Resource Pool ("CRP")

- a. The CRP is a standalone cost center and may hire nursing staff (Registered Nurses and Certified Nursing Assistants), and other bargaining unit classifications into the CRP for the sole purpose of being temporarily assigned to units throughout the organization.
- b. ~~As a cost center, CRP may hire other bargaining unit classifications in the CRP, which are subject to the normal conditions of the CBA.~~
- c. CRP will be considered the home department of CRP staff.
- d. CRP nursing staff will be scheduled in the CRP department and assigned to units throughout the organization as indicated below.

## 2. Experience Requirements

~~At their sole discretion, the Hospital may require and will provide CRP staff the necessary additional skills, training, or certification to be competent in any other unit within the organization.~~

## 3. Floating

~~Employees will be subject to Article 39 – Floating Policy, Section 1, Section 2 and 3, will not apply to bargaining unit classifications hired into the CRP. CRP nursing staff will be assigned to units throughout the organization as needed and according to paragraph #4 below.~~

CBA Article 39 – Floating Policy will not apply to bargaining unit classifications hired into the CRP. CRP staff will be assigned to units throughout the organization as needed and according to paragraph #4 below.

4. Assignment Requirements (Nursing)

- a. Unit assignments for CRP staff may vary from shift-to-shift or on a weekly, bi-weekly, or monthly basis.
- b. Each employee will receive orientation and training to the physical unit and the nursing care requirements of the patients on that unit. During their orientation, the nursing staff shall have access be assigned to an RN from the unit's permanent staff for clinical guidance as needed and be provided access into all essential areas for staff.
- c. ~~In their sole discretion, While~~ CRP leadership may assign CRP staff to any unit throughout the organization based on skill set, competencies, term of need, and other factors. leadership will prioritize assignment of staff to

appropriate areas based on the employee's skill set such as critical care, acute care, OB, and Peds.

- d. CRP staff hired into the CRP must accept an assignment to any unit within the organization in which they are competent, which may include providing rest and meal period relief. ~~Competency determination is at the sole discretion of CRP leadership.~~
  - e. Based on organizational needs and as directed by CRP leadership, CRP staff may be required to accept a non-patient assignment or duties within UMC.
  - f. CRP staff are required to accept & attend orientation/training as assigned by CRP leadership.
  - g. ~~CRP staff assignments to the same unit within the organization that exceed 13 weeks during the same calendar year will require a new full time FTE for the unit, without the express agreement of the CNO (or designee) & CHRO (or designee).~~
  - h. CRP staff assignments to the same unit within the organization shall not exceed more than 13-weeks during the same calendar year without the express agreement of the CNO (or designee) & CHRO (or designee). UMC will take into consideration the amount of CRP hours worked on the unit in the determination of the overall future staffing of the unit.
  - i. CRP staff must work in a minimum of two (2) different units throughout the organization each calendar year.
5. **Call Offs (Nursing staff)**
- a. CBA Article 31-Call Off Procedures will apply to CRP staff with the following modifications:
    - i. If there is a need for a Call Off in the ~~pod~~ unit in which a CRP staff member is assigned, the department leader will first, subject to competency and organizational need, reassign (i.e. return) the CRP staff member back to the CRP. CRP Management will consider meal and rest period relief before calling off or reassignment back to the CRP.
    - ii. ~~Prior to a full time CRP staff member being called off, they will be assigned break relief in their designated pod.~~
    - iii. Reassignment back to the CRP from an assigned unit will not be considered a Call Off under Article 31- Call Off Procedures for CRP staff.
  - b. A Call Off will only apply to CRP staff within the CRP department:
    - i. when they are Called Off for their entire scheduled shift; or

- ii. when after being reassigned to the CRP, the CRP leader determines there is no longer a need.
  - i. When CRP leadership decides to Call Off a CRP staff member for one of the above reasons, they will do so subject to competency and organizational need, and then in accordance with Article 31 (1) – Call Off Procedure.
- c. At the sole discretion of CRP leadership, CRP staff will be required to accept an assignment as identified in paragraph #4 above before being called off.

**6. Delayed Start Time (Nursing)**

- a. The scheduled start time of CRP staff may be delayed (i.e., pushed back) for a maximum of four (4) hours on the day of any scheduled shift, provided the CRP staff member is notified by CRP leadership via telephone or text message at least one (1) hour before the start of their originally scheduled shift. The start time may only be delayed once per shift.
- b. At the time of delayed start time notification, CRP staff must be informed of their new start time and ~~whether they are~~ will be
  - ~~i. being placed on stand-by until their new start time, but will not be eligible for call-back or travel pay if called back to work during the delayed start time stand-by period; or~~
  - ~~ii. being released with no commitment to report until their new start time.~~
- c. CRP staff placed on stand-by must report to work before their new start time if called in by CRP leadership.
- ~~d. CRP staff who are not placed on stand-by will have no obligation to report to work until their new start time and will be eligible to use CAL or VUL in accordance with CBA Article 31 Call of Procedure of the CBA.~~
- e. CRP staff notified of a delayed start time may be Called Off by CRP leadership for the remainder of the scheduled shift, provided the notification occurs before the CRP staff clocks in at their new delayed start time.
- f. Unless mutually agreed to CRP staff on a delayed start time will not have their originally scheduled end time extended as a direct result of the new delayed start time.

**7. Per-Diems**

Article 17 – Overtime, section (1), (2), (5), (6), (7), (8), (9) & (10), will apply to Per Diem staff hired into the CRP.

**8. Critical Care Premium**

CBA Article 20 – Critical Care Premium does not apply to any staff hired into the CRP with the exception of those hired into the new grad nursing program.

**9. CRP New Grad Nursing Program**

SEIU counter proposal to UMC 07/18/24

Nurses will be assigned to a specific unit for training purposes for their first six months and will not be floated. After six months they may choose to apply for a permanent position within that department, or accept another six-month training program in the CRP.

*James Lewis 7/18/24*

*TA - Kendal Murray 7/18/24*

REDLINED TA's

**Side Letter of Agreement - Compensation Market Study**

The Parties hereby agree to the following:

1. During the calendar year 2025, and no later than May 2025, UMC and SEIU will meet and confer over a list of up to eight identified classifications to perform a compensation market study, on the following classifications:

- i. Certified Nursing Assistant
- ii. Environmental Services Aide & Technician
- iii. Patient Account Representative / Eligibility Financial Specialist
- iv. Respiratory Care Practitioner / Advanced Respiratory Care Practitioner

*JK - approve but take by the re classifications*

UMC will share the relevant data with the Union, and meet and confer over the results of the study.

*JK yes to 1 gm are subject for us*

2. During the calendar year 2026, and no later than May 2026, UMC and SEIU will meet and confer over a list of up to eight classifications to perform a compensation market study. UMC will share the relevant data with the Union and meet and confer over the results of the study.

~~but is under no obligation to implement a market adjustment, or provide any form of hourly rate increase to incumbents, as a result of the findings from the compensation market study.~~

This side letter is not subject to Article 9 - Grievance and Arbitration Procedure.

**For SEIU**

\_\_\_\_\_  
Name Date

**For UMC**

\_\_\_\_\_  
Name Date

Currently be updated  
by HRIS

**Appendix A**  
List of Classifications

Subsequent additions and/or deletions to the covered classifications will be available under the UMC intranet (under Human Resources tab) or the UMC internet under Careers to select the job description. The job description will identify the classification's paygrade and union coverage.

Classification	Grade
Accounting Clerk	A13
Accounting Technician	B21
Admit/Discharge Representative	A13
Admit/Discharge Specialist	B22
Advanced Respiratory Care Practitioner	B31
Badging Specialist	B21
Business System Analyst	B32
Cafe Attendant	A12
Cardiac Monitor Technician	A13
Cardiac Sonographer	B24
Cardiovascular Invasive Procedures Technician	B22
Care Mgmt Support Specialist	B22
Certified Nursing Assistant	A13
Charge Nurse	C43
Charge Nurse - Ambulatory	C43
Charge Nurse - Cath Lab	C43
Charge Nurse - Critical Care	C43
Charge Nurse - Emergency Svcs	C43
Charge Nurse - Mat Child Non Crit Care	C43
Charge Nurse - Mat Child Crit Care	C43
Charge Nurse - Med/Surg	C43
Charge Nurse - Surgical Svcs	C43
Charge Nurse-Weekend	C43
Child Life Specialist	C41
Clinical Laboratory Assistant	A12
Clinical Laboratory Technician	B22
Clinical Laboratory Technologist	C42
Clinical Social Worker	C42
Coding Claims Editor	B23
Communications Specialist	B23
Communications Technician	B22
Community Educator	B22
Community Resource Specialist	A13
Computer Technician	B22
Contracts Assistant	B21
Cook	B21
Courier	A11

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Classification	Grade
Data Security Analyst	C41
Data Specialist	B23
Data Technician	B21
Database Analyst	C41
Dietitian	C42
Dietitian Technician	B21
EDI Specialist Claims & Remittance	B24
EEG Technician	A12
EHR Trainer	C51
EKG Technician	A12
Eligibility Financial Specialist	B22
Environmental Services Aide	A11
Environmental Services Technician	A12
Epic Analyst - Access & Revenue Cycle	C51
Epic Analyst - Core Clinical	C51
Food Handler	A12
Food Service Worker	A11
Healthcare Operations Specialist	B24
Help Desk Support	B22
HIM Specialist	B23
Histology Technician	B23
Infection Preventionist	C43
Inpatient Coder	B23
Interpreter	B21
Interpreter Specialist	B31
Inventory Control Specialist	B21
LPN II	B23
Mailroom Attendant	A11
Managed Care Representative	B21
Managed Care Specialist	B23
Materials Handler	B21
Medical Forms Design Specialist	B23
Medical Social Worker	C41
Medical Social Worker Specialist	C42
MRI Technologist	B32
Network Engineer	C41
Nuclear Medicine Technologist	B31
Nurse Case Manager	C43
Nutrition Assistant	A12
Office Assistant	A12
Office Specialist	B21
Office Technician	A13
OR Nurse Intern	B23
Orthopedic Specialist	B23

REDLINED TA's



Classification	Grade
Orthopedic Technician	B22
Oscopy Technician	B31
Outpatient Coder	B21
Patient Account Representative	A13
Patient Account Specialist	B22
Patient Attendant	A08
Patient Experience Coordinator	B21
Patient Experience Educator	C41
Patient Placement & Staffing Specialist	B21
Patient Transporter	A11
Performance Improvement Nurse	C43
Pharmacy 340B Specialist	B22
Pharmacy Technician	B21
Physician Referral Specialist	B21
Polysomnographic Technologist	B24
Principal Trainer	C42
Print Shop Assistant	A11
Print Shop Technician	A12
Programmer Analyst	C41
Project Management Specialist	B23
Public Safety Officer	A12
Public Safety Officer (Armed)	B21
Pulmonary Function Technologist	B23
Purchasing Analyst	B22
Radiology Assistant	A11
Receptionist	A11
Registered Nurse Critical Care MERT/Rover	C42
Registered Nurse-Ambulatory	C42
Registered Nurse-Cath Lab	C42
Registered Nurse-Critical Care	C42
Registered Nurse-Emergency Svcs	C42
Registered Nurse-Imaging	C42
Registered Nurse-Mat Child Critical Care	C42
Registered Nurse-Mat Child Non Crit Care	C42
Registered Nurse-Med/Surg	C42
Registered Nurse-Post Transplant/Ilda	C42
Registered Nurse-Surgical Svcs	C42
Registered Radiology Technologist	C42
Rehabilitation Staff Therapist	C42
Rehabilitation Therapy Assistant	B22
Rehabilitation Therapy Technician	A12
Respiratory Care Practitioner	B23
Respiratory Clinical Coordinator	B32
Scheduler	B21

REDLINED TA's

Classification	Grade
Scheduler Authorization Representative	B21
Secretary	A13
Senior Business Systems Analyst	C41
Senior Cardiac Sonographer	B31
Senior Clinical Laboratory Assistant	A13
Senior Coder	C43
Senior Computer Technician	B23
Senior Cook	B22
Senior Dietitian	C43
Senior EEG Technician	B21
Senior EKG Technician	B21
Senior Environmental Services Aide	A12
Senior Epic Analyst - Access & Revenue Cycle	C52
Senior Epic Analyst - Core Clinical	C52
Senior Food Handler	B21
Senior Food Service Worker	A13
Senior Help Desk Support	B23
Senior MRI Technologist	C41
Senior Network Engineer	C42
Senior Nuclear Medicine Technologist	B32
Senior Pharmacy Technician	B22
Senior Physician Referral Specialist	B22
Senior Programmer Analyst	C42
Senior Purchasing Analyst	C41
Senior Registered Radiology Technologist	B32
Senior Respiratory Therapist	B32
Senior Specialty Imaging Technologist	B32
Senior Sterile Processing Technician	A13
Senior System Administrator	C42
Senior Ultrasound Technologist	B32
Service Response Representative	B21
Shuttle Driver	A12
Specialty Imaging Technologist	B31
Sterile Processing Technician	A11
Surgical First Assistant	C41
Surgical Support Associate	A13
Surgical Technologist	B22
System Administrator	C41
Telecommunications Operator	A11
Trainer	C41
Transplant Financial Specialist	B31
Transplant Services Assistant	A13
Trauma Registry Coordinator RN	C43
Ultrasound Technologist	B31

REDLINED TA's

<b>Classification</b>	<b>Grade</b>
Unit Clerk	A13
Utilization Review Nurse	C43
Web Developer	C41

## REDLINED TA's

Salary ranges per paygrade are accurate as of July 1, 2024. Updated salary ranges for subsequent years of the collective bargaining agreement will be available on the UMC intranet (under Human Resources and then Compensation).

**Appendix B**  
**Salary Ranges**  
 As of July 1, 2024

<b>Grade</b>	<b>Min</b>	<b>Maximum</b>	<b>Per diem Rate</b>
A08	\$13.11	\$20.32	\$16.19
A09	\$13.95	\$21.62	\$17.21
A10	\$14.81	\$22.96	\$18.31
A11	\$15.76	\$24.43	\$19.50
A12	\$16.71	\$25.90	\$20.63
A13	\$17.72	\$27.47	\$21.90
B21	\$18.78	\$29.11	\$23.20
B22	\$19.91	\$30.87	\$24.56
B23	\$21.07	\$32.66	\$26.09
B24	\$22.36	\$34.66	\$27.61
B31	\$23.70	\$36.74	\$29.28
B32	\$25.12	\$38.94	\$31.04
C41	\$26.62	\$41.26	\$32.90
C42	\$28.23	\$43.76	\$34.87
C43	\$29.92	\$46.38	\$36.99
C50	\$31.62	\$50.59	\$42.83
C51	\$34.15	\$54.64	\$46.25
C52	\$36.89	\$59.02	\$49.97

APP C

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REDLINED TA's

## APPENDIX D

### Definitions

Unless the context otherwise requires, the words and terms used in this Agreement shall have the meanings ascribed to them below. Any words or terms not ascribed below shall be interpreted in their context as such appears in this Agreement and, if no context is apparent, shall be given their plain and ordinary meaning.

**ADMINISTRATIVE DIVISION HEAD:** the Administrator responsible for providing direction to a series of departments. Normally has an Administrator title.

**ADMINISTRATIVE EMPLOYEE:** means any employee whose primary duties consist of work directly related to management policies, who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the Chief Administrative Officer, his/her deputy and immediate assistants, Department Heads, their deputies and immediate assistants, attorneys, appointed officials and others who are primarily responsible for formulating and administering management policy and programs. (NRS 288.025)

**BASE SALARY:** that rate of pay provided to an employee as compensation reflected in the salary appendix(es) in exchange for services provided exclusive of any cash or non-cash benefits.

**BREAK IN SERVICE:** those periods during which an employee is not in pay status and ineligible to accrue CAL, EIB, longevity, and other benefits unless otherwise delineated in the Agreement.

**CERTIFICATE OF FITNESS:** a signed statement from a state licensed health care provider indicating whether an employee is medically able to perform regularly assigned duties without restriction or limitation.

**CERTIFICATE OF ILLNESS:** a statement signed by a state licensed health care provider describing the type and extend of disability causing absence from job duties. Such statement (if the employee contends that the absence is an FMLA qualifying event) shall contain information establishing the illness as a serious health condition, and thus may qualify for FMLA protection. In all events the certification of illness shall contain the provider's opinion of when the employee will be able to return to assigned job duties.

**CONFIDENTIAL EMPLOYEE:** an employee occupying a position which by the nature of its duties is involved in decisions of management affecting collective bargaining. Confidential employees are not covered by this Agreement. [NRS 288.170 (6)]

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**CONTINUOUS SERVICE:** that service commencing with appointment to a permanent budgeted position and continuing until separation from UMC service minus any breaks in service.

**DEMOTION:** the movement of an employee from one classification to another classification with a lower salary range.

**DEPARTMENT HEAD:** a subordinate to the Administrative Division Head who has administrative and operational responsibility for a work unit (normally an employee with the director or manager or equivalent classification).

**DRUGS:** shall include but not be limited to sedatives (e.g. Valium, downers), stimulants (e.g., speed and uppers), hallucinogens (e.g. LSD), cocaine, crack, cannabinoids (e.g. marijuana, opiates, phencyclidine (PCP) and volatile solvents (inhalants).

**DRUG AND ALCOHOL TEST:** for the purposes of the substance abuse policy, drug and alcohol test means a test for the detection of at least the following: alcohol, amphetamines, barbiturates, cocaine, propoxyphene, benzodiazepines, marijuana, methadone, methaqualone, opiates, and phencyclidine (PCP).

**FIRST SUPERVISOR:** a supervisor from any department, who has been through the supervisor training program specified in Article 36 of this Agreement, who first observes different or abnormal behavior of an employee.

**FTE:** full time equivalent. A full time employee is a 1.0 FTE. A 36 hour employees are a .9 FTE. A 20 hour a week employee is a .5 FTE.

**ILLEGAL DRUGS:** any drug (a) which is not legally obtainable under either state or federal law; or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

REDLINED TA'S

*See marijuana illegal  
under this law*

**LEGAL DRUG:** prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

**MERITORIOUS:** that level of performance which has been established by the Department Head or his/her designee to be worthy of special recognition in the form of a merit increase for eligible employees.

**ON DUTY:** assigned work hours excluding paid and unpaid leaves.

**OVERTIME:** scheduled or unscheduled hours worked in excess of assigned shift (8, 10, or 12) or in excess of forty (40) during the workweek.

**PART TIME EMPLOYEE:** an employee who is hired to fill a part-time position as a .7 FTE (28 hours per week) or less. Benefits are prorated based on the number of hours regularly scheduled to work.

**PROBATIONARY EMPLOYEE:** an employee who is hired to fill a budgeted position, but has not completed the probationary period as defined in this Agreement.

**PROMOTION:** the movement of an employee from one classification to another classification in a higher salary range.

~~QUALIFYING PERIOD: an initial period served in a position by a regular full or part time employee as a result of a promotion, voluntary transfer or voluntary demotion.~~

*(Kil  
not needed)  
found  
policy*

**REASSIGNMENT:** any non-disciplinary movement of an employee from one position to another position for which he/she qualifies as established in the job description. A reassignment may also take place by the non-disciplinary movement of an employee from one work unit to another in the same classification for the purposes of staffing or operational needs of either work unit.

**RECALL:** the procedure under the provisions of Article 12 of this Agreement for the return of employees who have been laid off.

**REINSTATEMENT:** the restoring of a regular full or part-time employee to his/her previous position under the provisions of the disciplinary process.

**SALARY ADJUSTMENT:** the progression from a lower pay level in a salary range to a higher pay level within the same salary range.

**SAMHSA:** Substance Abuse Mental Health Services Administration.

**SECOND SUPERVISOR:** a supervisor from any department, who has been through the supervisor training program specified in this policy, who is called in to assist in the assessment of the different or abnormal behavior of an employee.

**SERVICE CONNECTED DISABILITY:** physical or mental incapacity resulting from an injury by accident or an occupational disease or injury arising out of and in the course of employment which prevents an employee from engaging in assigned job duties and for which he/she is eligible for workers compensation benefits.

**STRIKE:**

- a. Engaging in any slowdown, interruption of work or operation or concentrated stoppage of work;
- b. absence from work upon any pretext or excuse such as illness, which is not founded in fact, against the UMC; or
- c. any other intentional interruption of the operations of the UMC.

**SUBSTANCE ABUSE:** the misuse or illicit use of alcohol and/or drugs including controlled substances.

**SUPERVISOR:** any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees or responsibility to direct them, to adjust their grievances or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The exercise of such authority shall not be deemed to place the employee in supervisory employee status unless the exercise of such authority occupies a significant portion of the employee's workday. [NRS 288.075 (1)]



**SUSPENSION:** a temporary break in service without pay resulting from a disciplinary action or a pending disciplinary action.

**TEMPORARY EMPLOYEE:** an individual employed in a position established for a specific period of time, or for the duration of a specific project or group of assignments, but not to exceed 119 days worked under any circumstance.

**TRANSFER:** the movement of an employee from a position in one work unit of UMC to another work unit of UMC within the same classification or an equivalent classification.

**VERBAL COUNSELING NOTICE:** documented corrective counseling for the purpose of addressing employment/performance concerns of an employee and is not in any manner to be construed as a form of discipline. As such, a verbal counseling notice shall not be considered admissible as evidence with respect to any disciplinary hearing held pursuant to Article 9, Grievance and Arbitration Procedure, unless and only if the employee, or the Union asserts at the hearing that the employee (grievant) was not counseled prior to the discipline which is the subject of the hearing. In all events, any verbal counseling notice shall be expunged from the employee's personnel file, pursuant to Article 6, Section 5, Employee Rights.

**VOLUNTEER:** a person in a non-budgeted position who performs assigned duties without compensation.

**WORKDAY:** as referred in all articles of this Agreement, the official workday begins at 12:01 a.m. and ends at midnight each day of the week.

**WORK WEEK:** seven (7) consecutive days beginning at 10:47 p.m. Sunday night and continuing to 10:46 p.m. the following Sunday seven (7) days later.

Attachment III  
Fiscal Impact Assessment Summary  
Service Employees International Union (SEIU), Local 1107  
2024-2028

Article Number	Article Title	No Change	No Cost/ Savings Item	Cost/ Savings Item
1	Agreement		X	
2	Intent	X		
3	Recognition		X	
4	Discrimination Clause		X	
5	Management Rights	X		
6	Employee Rights		X	
7	Union Rights		X	
8	Employee Deductions	X		
9	Grievance and Arbitration Procedure		X	
10	Discipline and Discharge		X	
11	Per Diem Employees		X	
12	Personnel Layoff, Recall and Appeal		X	
13	Probationary/Qualifying Period		X	
14	Salary			X
15	Salary Upon Status Change ( <i>blank</i> )		X	
16	Hours of Work	X		
17	Overtime			X
18	Shift Differential			X
19	Acting Appointments		X	
20	Critical Care Premium		X	
21	Consolidated Annual Leave			X
22	Extended Illness Bank			X
23	Miscellaneous Leaves		X	
24	Group Insurance	X		
25	Retirement Contributions	X		
26	Workers' Compensation	X		
27	Longevity	X		
28	Education/Training	X		
29	Seniority		X	
30	Posting of Vacancies		X	
31	Call Off Procedure			X
32	Labor/Management Committee	X		
33	Health and Safety	X		
34	Patient Care Advisory Committee	X		
35	Contracting Work and Mutual Obligations		X	
36	UMC's Substance Abuse Policy		X	
37	Attendance Policy		X	
38	Tardy Policy		X	
39	Floating Policy		X	

Article Number	Article Title	No Change	No Cost/ Savings Item	Cost/ Savings Item
40	Access to UMC Services	X		
41	General Savings Clause	X		
42	Entire Agreement	X		
43	Anti-Strike Clause	X		
44	Interpreter Pay	X		
45	Term of Agreement		X	
36	Centralized Resource Pool ( <i>new</i> )			X
Side Letter	Market Study		X	

**ATTACHMENT IV – SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107  
FISCAL IMPACT SUMMARY**

<b>FY 2025:</b>				
<b>Article #</b>	<b>Description</b>	<b>New Benefit or Change in Benefit</b>	<b>Summary of New Benefit or Change in Benefit</b>	<b>Fiscal Impact</b>
14	Wages	Change	Three percent (3.0%) increase in COLA effective July 1, 2024. <i>(includes PERS/FICA)</i>	\$9,391,900
14	Wages	New	One and one half percent (1.5%) increase in salaries/salary schedules effective October 15, 2024. <i>(includes PERS/FICA)</i>	\$3,568,718
15	Status Change	Change	One percent (1.0%) increase in hourly rate due to promotion effective November 1, 2024*. <i>(includes PERS/FICA)</i>	\$14,401
21	CAL	New	Addition of one (1) floating holiday pilot effective January 1, 2025 <i>(includes PERS/FICA)</i>	\$91,476
22	EIB	New	Voluntary EIB cash out program effective November 1, 2024 to June 30, 2025**.	(\$223,258)
21	CAL	Change	Revised CAL accrual schedule for zero (0) days to ninety (90) days and for ninety-one (91) days to twelve (12) months, effective November 1, 2027***.	(\$36,597)
	<b>Total</b>			<b>\$12,806,640</b>

\*Increase takes effect on the promotion date of each employee promoted on or after November 1, 2024. The 1.0% increase is over the normal 4.0% increase an employee would receive upon promotion. Ex: a promoted employee will receive a 5.0% increase, instead of a 4.0% increase.

\*\*Starting November 1, 2024, EE's who have an old EIB1 balance have until June 30, 2025, to cash out their EIB1 balance for 50% of the value, and lose the remainder of the balance. This voluntary program will end on June 30, 2025. The costing analysis assumes ten percent (10%) of EE's with an EIB1 balance will take advantage of this voluntary program.

\*\*\*For new hires effective 11/1/2027 they will begin to accrue CAL at the 8.30777 rate, rather than having a tiered approach the first year. Employees hired before this date will continue to accrue the old way until they meet the requirements in the prior plan. EE's in the new plan will not have the ability to cash out their CAL during the first year of employment, nor be paid out for it if they terminate employment.

<b>FY 2026:</b>				
<b>Article #</b>	<b>Article Description</b>	<b>New Benefit or Change in Benefit</b>	<b>Summary of New Benefit or Change in Benefit</b>	<b>Fiscal Impact</b>
14	Salaries	Change	Three percent (3.0%) increase in COLA effective July 1, 2025. <i>(Includes PERS/FICA)</i>	\$10,000,402
14	Salaries	New	One and one half percent (1.5%) increase in salaries/salary schedules effective July 1, 2025. <i>(Includes PERS/FICA)</i>	\$4,990,622
17	Overtime	Change	Twenty-five cent (\$0.25) p/h increase in Standby Pay effective July 1, 2025. <i>(Includes PERS/FICA)</i>	\$98,531
18	Shift Diff	Change	Twenty cent (\$0.20) p/h increase in Weekend Differential effective July 1, 2025. <i>(Includes PERS/FICA)</i>	\$310,203
	<b>Total</b>			<b>\$15,399,758</b>

<b>FY 2027</b>				
<b>Article #</b>	<b>Article Description</b>	<b>New Benefit or Change in Benefit</b>	<b>Summary of New Benefit or Change in Benefit</b>	<b>Fiscal Impact</b>
14	Salaries	Change	Three percent (3.0%) increase in COLA effective July 1, 2026. <i>(Includes PERS/FICA)</i>	\$10,480,963
17	Overtime	Change	Twenty-five cent (\$0.25) p/h increase in Standby Pay effective July 1, 2026. <i>(Includes PERS/FICA)</i>	\$98,531
18	Shift Diff	Change	Fifteen cent (\$0.15) p/h increase in Evening Differential effective July 1, 2026. <i>(Includes PERS/FICA)</i>	\$180,422
	<b>Total</b>			<b>\$10,759,916</b>

<b>FY 2028</b>				
<b>Article #</b>	<b>Article Description</b>	<b>New Benefit or Change in Benefit</b>	<b>Summary of New Benefit or Change in Benefit</b>	<b>Fiscal Impact</b>
14	Salaries	Change	Three percent (3.0%) increase in COLA effective July 1, 2027. <i>(Includes PERS/FICA)</i>	\$10,802,315
18	Shift Diff	Change	Ten cent (\$0.10) per hour increase in Night Differential effective July 1, 2027. <i>(Includes PERS/FICA)</i>	\$119,603
	<b>Total</b>			<b>\$10,921,918</b>

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
HUMAN RESOURCES AND EXECUTIVE COMPENSATION  
COMMITTEE  
AGENDA ITEM**

<b>Issue:</b> <b>Emerging Issues</b>	<b>Back-up:</b>
<b>Petitioner:</b> <b>Ricky Russell, Chief Human Resource Officer</b>	<b>Clerk Ref. #</b>
<p><b>Recommendation:</b></p> <p><b>That the Human Resources and Executive Compensation Committee identify emerging issues to be addressed by staff or by the UMC Governing Board Human Resources and Executive Compensation Committee at future meetings; and direct staff accordingly. <i>(For possible action)</i></b></p>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

None