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820820

University <sup>2800</sup> <sub>workers</sub>  
Medical Center <sub>X=6/06</sub>  
and  
Service Employees  
International Union  
SEIU Local 1107

Agreement



April 2, 2003

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## ARTICLE 1 Agreement

This Agreement is made and entered into on April 2, 2003, 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."

## 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.

## 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 comment 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.
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 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 L.
  - c. Confidential employees as defined in Appendix L.
  - 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.
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 10th 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 requested by the Union with fourteen (14) calendar days advanced notice to UMC Human Resources. The report containing the information

shall be in computer readable electronic form, in any one of the following media:

- (1) 3 1/2 diskette in formatted text (space delimited) format
- (2) CD ROM in formatted text (space delimited) format
- (3) Zip disk in formatted text (space delimited) format
- (4) E-mail the file to the union

the report shall contain header information and be set up so that position "1" is the first position (not position 0). The positional formatting shall be as follows:

Positions 1-13	Social security number
Positions 14-54	Name as last name, first name
Positions 55-60	The dollar amount of the remittance without a dollar sign, left unjustified

- c. Each report shall list the following information: employee's name, social security number, home address, member/non-member status, classification (job title), employment status (full time, part time, or per diem), 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 otherwise identified above, these reports shall be provided to the Union no later than the 10th of each month.

#### ARTICLE 4 Discrimination Clause

1. 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, religion, sex, sexual orientation, age, disability, national origin, 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.

**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 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.

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.

**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 nonmembership activity or status. The right to join and participate in authorized and appropriate 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 personnel file. An employee's Union representative may review and photocopy any and all documents contained in the personnel file, if he/she has provided Human Resources with a written release signed by the employee. There shall be only one (1) official personnel file. It is understood that the 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 official 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, written warning, documentation of a verbal warning, or any other materials of a disciplinary and/or adverse nature, before such material is placed in his/her 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 fifteen (15) working days (as defined in Appendix L) from the date such material was presented to the employee and to have such response placed in the file. An employee who wishes to discuss his/her performance evaluation with the evaluator's supervisor, may request to do so in writing within five (5) working days of the initial evaluation. This meeting will be held within fifteen (15) working days from the date of request. 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. Upon written request of the employee to the Assistant Administrator, Human Resources any verbal, and/or written warnings, and disciplinary conference notes that were issued more than 18 months prior to the request shall be removed from the employee's personnel file providing no ensuing discipline occurred and shall not be used in future disciplinary matters. Upon removal, the verbal and/or written reprimand will be sent to the employee.
6. UMC shall not tolerate harassment or unprofessional conduct by any employee towards another employee (regardless of bargaining unit status). 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 days of the occurrence and submitted to the Assistant Administrator, Human Resources for handling. The Assistant Administrator, Human Resources shall inform the affected employee in writing within ten (10) working days as to the disposition of the complaint. Examples of harassment include the following:
  - a. Repeated threats of discipline without action ultimately being taken.
  - b. Displaying abusive gestures or language during work hours.
  - c. 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.
  - d. Reprimands in public.
7. Every employee has the right to Union representation in any investigative meeting that could lead to disciplinary action against that employee. To ensure the employee of his/her legal rights, UMC will give the employee reasonable time to obtain a Union representative of his/her choice. An employee is entitled to be represented by a steward at all meetings where discipline is given in writing. In addition, if an employee fears that disciplinary action will result from a meeting with management, then an employee may request a Union steward attend the meeting as his/her representative.
8. 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.
9. 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.

## 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. 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 32 representatives excluding alternates (ordinarily working different shifts) to perform normal Union representative duties as defined in this Agreement. At no time will there be more than 32 stewards 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 at reasonable times. Representatives shall provide reasonable notice to the Assistant Administrator, Human Resources prior to such visitations. Such visitations shall be for the reasons of the administration of this Agreement.
3. The Union agrees that such 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.

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 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 in advance of the need to be absent from work to conduct Union business, provided that the effected employee has been notified at least 24 hours 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.
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. 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 (Chief Steward exempted) 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.
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 300 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. 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.
9. Ten (10) members of the Union negotiating committee, UMC's Vice President, and Chief Stewards shall be granted leave with full pay including premiums and the accrual of all earned benefits for all meetings held for the purpose of renegotiating the terms of this Agreement when such meetings take place at a time when such members are scheduled to be on duty. Once negotiations begin, Union negotiating team members will be given the option of being assigned to the day shift if operationally possible.
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 Steward shall be granted 40 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) Chief Stewards each shall be granted 20 hours of release time per week. 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 will receive the 40 hours of release time each week with pay and the accrual of all earned benefits in order to conduct duties associated with his/her office. If one of the Union Chief Stewards is not available, the Union may designate the Vice President to receive the release time normally assigned to that Chief Steward. If the Union chooses two (2) Chief Stewards, the Union may designate either the other Chief Steward or the Vice President to receive the 20 hours of release time.
12. The Union shall be allowed thirty (30) minutes during New Employee 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 Assistant Administrator, Human Resources 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 Assistant Administrator, Human Resources 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 Assistant Administrator, Human Resources. 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.

#### 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. The form of authorizations shall be approved by UMC and the Union.

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. Dues deduction authorization shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter commencing October 1, except that authorization may be withdrawn by an employee during the month of October each year. Such provision will appear on the membership application and dues deduction authorization card. If dues deduction authorization is not revoked during such period it shall continue until the following October.
5. The Union will certify to Human Resources, in writing, the current rate of membership dues. UMC will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. If UMC is notified of a 75% or more increase in Union dues, it may require that each member re-sign dues authorization cards, reflecting the amount of increase.
6. The Union will certify through the Human Resources Department, in writing, the current rate of membership dues. Once the Union provides a dues deduction form to UMC, 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).
7. If an employee-member transfers to another bargaining unit position he/she shall be continued on the dues deduction rolls.
8. 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).

## 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. All grievances shall be handled in the following manner (excluding those issues that fall under the purview of Section 3 below):

#### Step 1 - Meeting

- a. Before a formal written grievance can be filed the employee or the Union on behalf of the employee must request, in writing, within ten (10) working 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 Department Head, in an effort to resolve the issue. The Step 1 meeting shall take place within ten (10) working days of the date the request is received by the Department Head. If no such meeting is held, the grievance shall automatically be considered appealed to Step 2.
- b. The Step 1 meeting will be attended by the Department Head, 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.

- c. During the Step 1 meeting, the Department Head will review the evidence provided by the employee, or the Union on behalf of the employee and the evidence submitted by the management representative.
- d. Within five (5) working days of the completion of the Step 1 meeting, the Department Head shall issue a written decision identifying the issues brought forth by both parties, a summary of the facts, and the decision rendered. The Department Head shall provide a copy of his/her decision to the grievant, the Union Chief Steward and Human Resources. In the event the Department Head does not respond within the five (5) working days as herein provided, the grievance shall be considered automatically appealed to the Step 2 as provided in the Step 3 section, paragraph 5.

#### 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 Assistant Administrator, Human Resources within ten (10) working 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 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 meet jointly to select: 1) the Hearing Officer (from the current list) to preside over the step 2 hearing and; 2) a mutually agreeable time and date to conduct the hearing. Once the selection of the Hearing Officer and date have been completed, UMC shall verify the availability of the Hearing Officer 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 or agree to change the date of the hearing to meet the availability of the Hearing Officer. 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 ten (10) working days from the date the appeal, at Step 2, is received by Human Resources. 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 five (5) working 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 five (5) working days prior to the scheduled hearing date. The Hearing Officer will render a written decision within five (5) working days of the conclusion of the Step 2 hearing, unless an extension of time is agreed upon by all parties. The Hearing Officer shall provide a copy of the decision to the grievant, the Union Chief Steward and Human Resources. The Hearing Officer may uphold, modify, or reverse the action taken.

d. There shall be not less than five (5) management representatives, who shall serve as hearing officers on a rotating basis. These 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.

e. Any settlement of a grievance shall be consistent with the terms of this Agreement.

### Step 3 - Arbitration

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 Assistant Administrator, Human Resources within five (5) working 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) and/or the American Arbitration Association (AAA) to furnish a panel of seven (7) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Union and the Assistant Administrator, Human Resources 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 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 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. 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 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. NERC/OOD Procedures

- a. Allegations of discrimination and/or sexual harassment must 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 Office of Diversity (OOD) of the Clark County Human Resources Department shall use the processes outlined in the Clark County Affirmative 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 request, may have a Union representative accompany him/her to the interview and any other applicable meetings regarding the incident being investigated, including any step of the disciplinary process. However, the unavailability of a specific Union representative is not grounds for postponement of the interview.
- d. Grievances on those matters for which the Nevada Equal Rights Commission or the Office of Diversity of the Clark County Human Resources Department have jurisdiction, will be referred to and processed by the OOD for investigation, pursuant to the Clark County Affirmative Action Plan. If discipline results from the investigation, the employee(s) shall be eligible for a Step 1 meeting and then to the external hearing officer process pursuant to Section 4 of this Article.
- e. In acknowledgment of the mutual concerns of UMC and the Union regarding the NERC/OOD 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. External Hearing Officer**

- a. External hearing officers used in this section shall be appointed jointly by both parties in the following manner:
  - (1) Within thirty (30) calendar days from the ratification of this Agreement, the parties shall jointly request of the American Arbitration Association a panel of nine (9) arbitrators that have expertise in the application and interpretation of civil rights laws, including but not limited to; the Civil Rights Act of 1964 and the Americans with Disabilities act of 1990.
  - (2) Within ten (10) working days of receipt of the panel referenced in sub-section (a) above, the parties shall meet for the purpose of each party striking two (2) names from the list, in turn, with the Union striking first, until five (5) names remain.
  - (3) The five (5) remaining arbitrators shall comprise a permanent panel of hearing officers for the express and sole purpose of hearing NERC/OOD grievances under this section. In the event that sufficient arbitrators from the initial list are not available, the parties shall repeat the process as described in subsection (a)(1) above.

- (4) The fees for the external hearing officer shall be borne equally by both parties. Expenses incurred by either party in the preparation or presentation of its case are to be borne by the party incurring such expense.
  - b. When conducting the hearing, the external hearing officer must render a decision based upon whether:
    - (1) The employee committed the offense; and
    - (2) The administered discipline was commensurate with the severity of the infraction; and
    - (3) The discipline administered was appropriate under the applicable civil rights law(s).
  - c. The external hearing officer shall have thirty (30) calendar days from the conclusion of the hearing in which to render a written decision either upholding the discipline, modifying the discipline, or reversing the discipline and provide written justification to support his/her decision using the following format: 1) introduction (describing the issue(s) in dispute, and the position of the parties); 2) review of the pertinent facts presented in the case (by both parties); 3) conclusion; and 4) findings (decision).
  - d. The decision of the external hearing officer shall be binding on the parties to the extent provided by law.

- 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.

**ARTICLE 10  
Discipline and Discharge**

- 1. No employee who has satisfactorily completed his/her 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 Union representative 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. Eligible per diem employees shall have full due process rights for those articles the parties have identified in Article 11.
3. In the event that UMC wishes to terminate the employment of any non-temporary or non-per diem employee (except as provided in Section 2 above), 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 the pre-termination hearing (detailed in Section 2 of Article 9). The affected employee may request a pre-termination hearing by filing a grievance at Step 2 of Article 9.

#### 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, worker's 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. 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 UMC no longer needing the services of a per diem employee due to lack of work, whether projected to be temporary or permanent, or if the per diem employee is unavailable for work, in accordance with current UMC policies for per diem use or fails to accept work assignments as defined in Section 1 of this Article.

3. Per diem employees will not normally be scheduled for work hours until all regular full and part-time employees in the unit are scheduled for their hours of work. 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 2081st hour worked a per diem employee, upon written request to Human Resources, shall be entitled non-competitively to the next available regular full or part time position in his/her classification.
5. Per diem employees are not eligible for shift differential or for other benefits unless specified in this Agreement. Per diem employees are not eligible for paid leave or holidays. 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: 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 and 2): Salary; Article 16: Hours of Work; Article 17: Overtime; Article 23 (except Sections 2, 4, 5, 7 and 8): Miscellaneous Leave; Article 26: Worker's Compensation; Article 28, (Section 9 only); Article 30: Education/Training; Article 36: University Medical Center's Substance Abuse Policy; Article 41: General Savings Clause; Article 42: Entire Agreement; Article 43: Term of Agreement; Article 44: Anti-Strike Clause; Appendices B through I: Per Diem Rates; Appendix J: Observation Report; Appendix K: Release to Return to Duty Statement; and Appendix L: Definitions.
  - b. 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, after full ratification and approval of this Collective Bargaining Agreement forward, when the per diem employee works a minimum of 1040 hours (as a per diem employee) within twelve (12) consecutive months.
7. The per diem employee shall call in to verify the availability of work prior to reporting to work.

8. Per diem employees assigned standby status (pursuant to Article 17) who are called into work from such status shall be assigned by UMC to perform available work.

## 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.

#### SECTION 1 - LAYOFF

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, 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 displaced to find other positions in the UMC system.

5. All regular status personnel who are affected by layoff will have a one time only right to displace the least senior employee within the same classification in any department providing the employee targeted for layoff has the knowledge, skills, abilities, and qualifications to perform the duties of the position in that other department.
6. If there is no opportunity to displace an employee in the same classification under the process identified in Section 5, then an employee targeted for layoff will have the right to elect a reduction in grade by displacing the least senior employee within the same classification series in any department providing the employee targeted for layoff has the knowledge, skills, abilities, and qualifications to perform the duties of the position in that other department.
7. 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.
8. No employee will have the right to displace an employee in a higher salary grade than he/she currently fills.
9. 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 anniversary date (as defined in Appendix L) adjusted.
10. The assignment of an employee to a position within a classification will be made by the Department Head.
11. 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) agrees to accept payment in lieu of notice, of an equivalent amount of the employee's base salary (as defined in Appendix L) by UMC.

#### SECTION 2 - RECALL

1. Any regular status employee reduced in grade or laid off under this Article shall have his/her name placed on the appropriate recall list as determined by the following:

Employees with:

0 - 5 Years of service = 1 year recall period

5 + Years of service = 2 year recall period

Human Resources will maintain the official recall list. Any employee who has been laid off shall be notified through certified mail, return receipt requested, at his/her last known address, of an offer of recall and shall, within twenty-one (21) calendar days of receipt, respond affirmatively in person to the Assistant Administrator, Human Resources of acceptance of the offer of recall. Failure to respond within the twenty-one (21) calendar day period 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.

2. When positions become available in a class in the department, personnel who have been laid off or reduced in grade in that class from that department shall be recalled in inverse order of layoff. If there are no applicants from the department on the recall list, the department will consider personnel on the UMC-wide recall list before filling the vacancy from an open or promotional eligibility list. In the event that a classification has only had a change in title, employees on the old recall list shall be placed on the new respective list(s).
3. 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.

### SECTION 3 - 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 Assistant Administrator, Human Resources within seven (7) calendar days of the receipt of notice of layoff or the alleged violation of the recall procedure. The Assistant Administrator, Human Resources 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.

### ARTICLE 13 Probationary/Qualifying Period

1. 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 request an extension of the probationary period through a meeting with the Assistant Administrator, Human Resources, Chief Steward, immediate supervisor and employee to discuss the option of extending the probationary period for no more than an additional three (3) months.
2. Employees who are rehired into a different position following a break in service of ninety (90) calendar days or more, the rehired employee shall serve a new probationary period whether or not they previously completed a 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. Unless mutually agreed upon by both the losing and the gaining Cost Center managers, 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 three (3) consecutive months, but not more than six (6) consecutive months.
  - a. 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.
  - b. If, during this qualifying period, the affected employee fails to demonstrate that 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.
  - c. However, if the rating was less than satisfactory in his/her previous position, he/she shall serve a qualifying period as outlined above.

## ARTICLE 14

### Salary

1. Effective July 1, 2002, and continuing through June 30, 2003, the salary plan in effect from July 1, 2000; through June 30, 2001, covering scheduled employees in Appendix A will be increased by two and three quarter percent (2.75%) across the board. Appendix B reflects these changes.
2. Effective July 1, 2003, and continuing through June 30, 2004, the salary plan in effect July 1, 2002, through June 30, 2003, reflected in Appendix B covering scheduled employees in Appendix A will be increased by two and three quarter percent (2.75%). Appendix C reflects these changes.
3. Effective July 1, 2004 and continuing through June 30, 2005, the salary plan in effect July 1, 2003 through June 30, 2004 reflected in Appendix C covering scheduled employees in Appendix A will be increased by three percent (3%). Appendix D reflects these changes.
4. Effective July 1, 2005 and continuing through June 30, 2006, the salary plan in effect July 1, 2004 through June 30, 2005 reflected in Appendix D covering scheduled employees in Appendix A will be increased by three percent (3.0%). Appendix E reflects these changes.
5. 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 such bonuses will be determined at the sole discretion of UMC.
6. If an employee's salary is above the salary range (red circled) the employee is ineligible for a cost of living increase in accordance with this Article unless and until the appropriate salary range moves to an amount greater than the employee's red circled salary.
7. Employees who are currently on the step and grade system and who are not at the Step 8 level upon implementation of the classification and compensation study:
  - a. shall be guaranteed to be eligible to receive a 5% increase for each step they are below the current maximum of the salary range, until they reach the equivalent of the eighth (8th) 5% merit increases (example: an employee who is currently at a step 7 upon implementation of the classification and compensation study, shall be guaranteed to be eligible to receive one (1) more 5% merit increase; an employee who is currently at a step 5 upon implementation of the classification and compensation study, shall be guaranteed to be eligible to receive three (3) 5% merit increases and in all cases then converted to the merit system); or

- b. who voluntarily change their status (promotion, transfer, demotion or termination to per diem status or termination of employment and subsequent re-employment). Upon such event, the employee shall be placed into the merit system and shall be taken off the step and grade system.
8. The parties agree that based on fluctuations in market relating to labor costs and external competitive forces that the wage scale bargained, for certain classifications covered under the Collective Bargaining Agreement, may result in the wage scale negotiated for such classifications becoming substantially below market rates.
    - a. Should this occur, the parties recognize that such a circumstance would result in staffing shortages relating to recruitment and retention problems. In that event, the parties agree to revise upward wage rates relative to the affected classifications.
    - b. UMC will establish a market-based salary range for these classifications. Any employee falling below the minimum of the new salary range, shall have his/her salary increased to the minimum of the new salary range, or the minimum hire-in rate, whichever is greater.
    - c. If the need for a market-based salary range is no longer required and the classification is returned to its regular salary range, if an employee's salary is above the salary range, the employee shall not have their respective rate of pay reduced, but will be ineligible for any wage increases in accordance with this agreement, unless and until the appropriate salary range moves to an amount greater than the employee's red circled salary.

## ARTICLE 15

### Salary Upon Status Change

1. **Appointment:** Except as otherwise provided herein, appointment to any position in any classification shall be made at the minimum rate, and advancement to rates greater than the minimum rate shall be within the limits of the salary range for the classification. In exceptional cases after reasonable effort has been made to obtain employees for a particular classification at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular classification may be authorized at a rate higher than the minimum upon recommendation of the appointing authority with the approval of the Hospital Administrator.
2. **Promotion:** 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 four percent (4%) 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. The Chief Executive Officer may grant a salary adjustment of greater than four percent (4%) 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. An employee who is promoted shall be considered for a merit increase upon completion of one (1) year of service in the new position or classification. The effective date of the merit increase shall be in accordance with this Article.

3. **Demotion:** Any full-time or part-time employee who, during the qualifying period, is demoted to the position or classification previously held in good standing during the same period of continuous employment shall have his/her hourly rate reduced to the hourly rate he/she would have received if he/she had remained in the lower classification throughout the employee's qualifying period in the higher classification. The employee's eligibility date for merit advancement shall be the date that he/she would have been eligible had he/she remained in the lower classification.
4. **Involuntary Demotion:** A full-time or part-time employee, to whom the circumstances described in Section 3 above do not apply, who is demoted involuntarily, to a position or a classification, which is allocated to a lower salary range than the classification from which the employee is demoted, shall have his/her hourly rate reduced to a level in the lower salary range for the new classification, of not more than four percent (4%) lower than the salary received before the demotion, except that such employee shall not be paid more than the maximum of the range of the classification to which the employee is demoted. The employee's eligibility for a merit increase shall be based on the date of the involuntary demotion in accordance with Section 10 of this Article.
5. A full-time or part-time employee, to whom circumstances described in Sections 3 and 4 above do not apply, who is demoted voluntarily to a position in a classification which is allocated to a lower salary range than the classification from which the employee is demoted shall receive the same rate of pay in the range for the new classification which does not exceed the salary received before demotion or displacement but not exceeding the maximum of the salary range for the new classification. The employee's eligibility for a merit increase shall be from the date of the voluntary demotion, in accordance with Article 13 of this Agreement.
6. Any full-time or part-time employee who was demoted voluntarily as a result of a layoff, and who is subsequently reappointed to the previously held classification, shall receive the rate of pay previously held, plus any across the board adjustments, not to exceed the maximum of the new salary range.

7. **Transfer:** 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.
8. **Reallocation:** An employee in a classification which is reallocated from one salary range to another shall continue to receive the same hourly rate.
9. **Reclassification:**
  - a. Whenever a position is 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.
  - b. Except as otherwise provided herein, 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 Assistant Administrator, Human Resources 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.
10. **Merit Increase:**
  - a. Merit increases within a range shall not be automatic but shall be based upon merit and made upon proper execution of a Personnel Action Request form which shall be based upon a satisfactory annual evaluation. Each employee shall be considered for an initial merit increase upon successful completion of one (1) year of service. Each such employee shall be considered for subsequent merit increases upon the completion of each year of service thereafter in that classification.
  - b. Upon promotion or demotion, the employee's merit review date shall be changed to the effective date of the promotion or demotion.
11. **Salary Adjustments:** This section applies to all employees covered by this Agreement hired on or after September 9, 1994, and to all employees covered by this Agreement who voluntarily change status as defined in Sections 2, 5, 6, 7, 8, and 9 (if the employee voluntarily accepts these status changes), or once

current employees who are still on step and grade have reached the equivalent of the eighth (8th) step, they shall be converted to the merit system for future and further salary adjustments. Salary adjustments for new employees hired on or after September 9, 1994, or current employees who voluntarily change their status will receive salary adjustments as defined in Section 13 of this Article.

- a. The procedures used to evaluate an employee shall be uniformly and consistently applied in accordance with the guidelines established by Human Resources.
- b. In the event a salary adjustment of two percent (2%) or less is granted, the employee will be informed in writing of the specific reason(s) and may, within five (5) calendar days of such notification, request a review before his/her supervisor and the Department Head or his/her designee to discuss the adjustment. The review may be attended by the employee, the Union Steward, the supervisor, the Department Head or his/her designee, and upon request of the employee or the supervisor, a representative of Human Resources. The decision of the Department Head or his/her designee will be final.
- c. The decision to grant an adjustment greater than two percent (2%) cannot be reviewed or grieved. In determining eligibility for salary adjustments, employees shall receive a performance evaluation. Employees who meet a "meritorious level of performance and competence" shall receive a four percent (4%) salary adjustment (not to exceed the maximum of the salary grade to which assigned).
- d. In cases of exceptionally meritorious performance, Administrative Division Heads may grant a salary adjustment of greater than four percent (4%) up to a maximum of six percent (6%).

12. **MERIT INCREASES.** All covered employees who receive an overall rating as identified in the following standard, shall receive the corresponding merit/salary increase, not to exceed the maximum of the salary range.

Performance Rating	Merit/Salary Increase
4.0	0.00%
3.0 - 3.9	0.00% (evaluate after 90 days)
2.9	0.50%
2.8	1.00%
2.7	1.50%
2.6	2.00%
2.5	2.25%
2.4	2.35%
2.3	2.50%
2.2	2.65%
2.1	2.80%
2.0	3.00%
1.9	3.20%
1.8	3.40%

1.7	3.60%
1.6	3.80%
1.5	4.00%
1.4	4.25%
1.3	4.75%
1.2	5.00%
1.1	5.50%
1.0	6.00%

- 13. Each employee shall be considered for an initial salary adjustment upon completion of 12 consecutive months of service. Each such employee shall be considered for subsequent salary adjustments upon the completion of each 12 consecutive months of service in his/her current classification/pay grade.
- 14. Merit increases or salary adjustments shall be effective the first day of the pay period following the date of eligibility.
- 15. Notwithstanding other sections of this Article, the Administrative Division Head may approve a special merit increase or salary adjustment at times other than the official salary review date when an employee's performance justifies a special merit increase or salary adjustment.

**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 36 or 40 (36-40) 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.
  - a. Within ninety (90) calendar days of full ratification and approval of this Agreement, UMC shall offer current employees who are presently 1.0 FTE status employees and who are scheduled to work three (3), twelve (12) hour shifts and one (1), four (4) hour shift per work week, an opportunity to change their status from a forty (40) hour a week employee (1.0 FTE) to a thirty-six (36) hour a week employee (0.9 FTE).
  - b. After the employee makes his/her designation in writing, the employee shall not be allowed to change his/her designation unless he/she has remained in that status for a period of at least twelve (12) consecutive months and a request to revert to his/her former status is consistent with the operational needs of the department. The parties understand that these restrictions may be waived on a case by case basis and upon mutual written Agreement between the employee and UMC management.

- c. Once the employee has confirmed his/her status as a 1.0 FTE, the employee shall be placed into an eighty (80) hour pay period for scheduling purposes only and for the sole purpose of providing the employee the opportunity to work a single eight (8) hour shift in place of two (2), four (4) hour shifts. Eligible twelve hour employees may be scheduled to work not more than three (3) non-overtime twelve (12) hour shifts during each work week of the pay period. In addition, the employee shall be scheduled for not more than one (1), eight (8) hour non-overtime shift during either of the two work weeks in the pay period. This eight (8) hour shift shall not be eligible for overtime payment, however, should the employee work more than the eight (8) scheduled hours, then the hours in excess of the eight (8) hours shall be paid at the applicable overtime rate. Under no circumstances is this section to be used to circumvent other forms of overtime. If an employee is asked to work a shift in addition to the other three (3) twelve hour shifts and one (1), eight (8) hour shift during a specific work week, or if the employee works past the assigned quitting time of the shift, those additional hours shall be paid at the applicable overtime rate, including any applicable shift differential and/or critical care differential, providing the employee is working overtime in an area which is eligible for the critical care differential and/or is working on a shift eligible for a shift differential.
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 (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 limited to 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 during the current shift 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.

#### ARTICLE 17 Overtime

1. For the purpose of the Agreement, the overtime rate of pay shall be one and one-half (1 1/2) 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 thereafter 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.
2. Employees covered under this Agreement shall be paid overtime at the applicable rate for all hours worked in excess of their scheduled shift and workday 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. All hours spent in such status shall be considered hours worked for the purposes of computing overtime.
3. **Double Back:** Employees with fewer than eight (8) hours of time off between scheduled shifts will be paid overtime 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 thirty (30) minutes or less. 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 he/she is called in to work pursuant to Section 7 of this Article.
  - a. Upon ratification and approval of this agreement, employees assigned standby duty, in writing (scheduled), shall receive \$3.00 for each one (1) hour of standby duty.
  - b. Human Resources shall maintain and distribute a list of those classifications of employees designated by the Administrative Division Heads to receive standby pay.
  - c. Those employees assigned to standby duty in writing (scheduled) shall receive call back pay when called back to the hospital providing they clock in when returning to the hospital and clock out upon concluding the duties involved in the call back.
  - d. Those employees who fail to report for duty within thirty (30) minutes from the time the call is placed to the employee to return to UMC while he/she is in a standby status shall result in the following progressive discipline for each offense within a continuous eighteen (18) month period:
    - (1) first offense - written warning
    - (2) second offense - one (1) shift suspension without pay
    - (3) third offense - three shift suspension without pay
    - (4) fourth offense - suspension pending termination.
  - e. Any employee who fails to report for duty or any employee who fails to report for duty within the first sixty (60) minutes 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 be subject to the following progressive discipline for each incident in a continuous eighteen (18) month period:

- (1) first offense - Twenty-four hour suspension without pay
  - (2) second offense - suspension pending termination
- f. Should an employee show a pattern of failing to return to UMC or a pattern of failing to report within the thirty (30) minute time frame, then the employee may be moved to the next level of discipline.
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 one (1) hour of work at overtime rates 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. UMC reserves the right to refuse to pay call back pay if the clock-in/clock-out requirement is not met.
    - 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 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, UMC shall have the right to require overtime work and no employee has the right to consistently refuse to accept overtime assignments which are necessary in maintaining the level of care and services required in providing safe patient care and effective operation of UMC.

10. All employees required to work the following holidays will receive one and one-half (1 1/2) 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, 1st Monday
- Thanksgiving Day November, 4th 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.

#### 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. 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.
4. 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.
5. Effective upon ratification and approval of this agreement 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 \$1.20 per hour.
  - b. Regular full-time and part-time employees working a night shift shall receive a shift premium of \$1.40 per hour.
6. 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 fully perform the functions of a classification in a higher salary range shall be paid five percent (5%) 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 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 the approval of the Hospital Administrator. No acting pay will be given without the appropriate written approval.
2. 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. 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.
3. In the event a bargaining unit employee voluntarily serves in an acting capacity for a period in excess of thirty (30) calendar days, he/she may be required to perform the full duties of the non-bargaining unit position inclusive of discipline and evaluation of employees.
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.

#### 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, SCU, TICU, IMC, L. & D., Ante-Partum, Surgery, Oscopy, Day Surgery, PACU, Adult Emergency Room,

Chest Pain Center, Trauma Resuscitation, Pediatric Emergency Room, Critical Care Transport, 3 West and Cath Lab.

2. The current practice relative to employees floating to the above identified areas will prevail for the duration of this Agreement.

#### 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).

<u>Length of Service</u>	<u>Rate of Accrual</u>
0 - 90 days	3.077 hrs./80 hrs. worked
91 days - 12 months	5.2769 hrs./80 hrs. worked
13 months - 48 months	8.3077 hrs./80 hrs. worked
49 months - 108 months	9.846 hrs./80 hrs. worked
109 months & over	1.3847 hrs./80 hrs. worked

Upon completion of the 90th day of employment the employee's CAL Bank will be credited with an additional twelve (12) hours. Upon completion of the twelfth month of employment the employee's CAL Bank will be credited with an additional eighty (80) hours.

2. a. Consolidated Annual Leave may not be accumulated to exceed 320 hours as of the employee's anniversary date.  
b. In the event an employee is unable to take CAL because of staffing shortages or other reasons in his/her area, despite a timely request to schedule CAL, that employee will be permitted to carry over that amount of CAL which he/she was not allowed to take only if the employee requested to take leave ninety (90) calendar days prior to his/her anniversary date.  
c. Employees having 280 or more hours in the CAL bank shall be granted up to forty (40) hours off on request, unless prohibited by an emergency.  
d. In cases of emergency or hardship as defined by UMC, employees may apply to the Hospital Administrator or his/her designee to sell up to forty (40) hours of CAL. The decision of the Hospital Administrator or his/her designee regarding the awarding of this emergency or hardship request will be final, binding and non-grievable.

- e. Any employee with ten (10) years or more of creditable service is eligible on their anniversary date, to submit a written request to the Assistant Administrator, Human Resources to be paid for twenty (20) hours of Consolidated Annual Leave, provided the employee has used at least eighty (80) hours of Consolidated Annual Leave (excluding CAL sick) during that anniversary year and carries a minimum accumulated balance of 300 hours. Payment will be made in the second full pay period following the employee's anniversary date and taxed at the current supplemental tax rate.

3. 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. Under normal circumstances the following advance notice is required.

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

Leave requests of forty (40) or more hours, made more than two (2) but less than four (4) calendar months in advance of the first day of the leave requested, will be approved or disapproved by the supervisor within fifteen (15) working days from the date of the request. Management reserves the right to cancel annual leave requests in cases of emergency and/or to ensure sufficient staffing levels.

4. In an emergency situation or should illness occur wherein the employee is unable to report to work at the beginning of his/her next scheduled shift, the employee's immediate supervisor shall be notified at least one (1) hour prior to the start of the scheduled shift to receive leave with pay; otherwise the first day will be Leave Without Pay.  
5. 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. When an employee is ill, the first sixteen (16) hours shall be charged against the employee's CAL bank. Should CAL bank accruals be less than sixteen (16) 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) consecutive scheduled working hours, the provisions of Article 22, Extended Illness Bank shall apply.  
7. 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 work force, and verification of hospital admission if the employee was hospitalized for the illness or injury.

8. Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated annual leave earned through the last day worked up to a maximum of 320 hours. Payment for unused annual leave will be at the employee's base hourly rate on the last day worked prior to separation.
9. 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 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.
10. 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
  - President's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Nevada Admission Day
  - Veteran's Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Day

Any day local government offices are required by state law to close for a legal holiday.
11. When requesting the use of CAL time under Section 3, employees shall not be required to explain the purpose of the leave.
12. For purposes of employees who work in a twenty-four (24) hour classification, scheduling of prime holidays will be on a rotational basis. Prime holidays are:
  - Thanksgiving
  - Christmas
  - New Year's Day
13. **Donor Bank:** An employee may donate unused CAL time to a fellow employee provided that employee has exhausted all CAL and EIB, unless the fellow employee was prohibited from or did not qualify to use his/her own EIB. The employee recipient may utilize such donated hours for the purpose of caring

for a member of his/her immediate family (as defined in Article 23, Section 6(a)(2)). 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). Donor banks set aside for the recipient will automatically be used based upon the recipient's hourly rate. Any unused donor hours will be paid in the recipient's final paycheck; or at the option of the recipient, such unused donor hours may be assigned or transferred to an employee qualifying for donor bank participation in accordance with this section.

14. An employee who voluntarily changes his/her status from a permanent, benefitted employee to a per diem status employee shall receive payment for all accrued Consolidated Annual Leave (including any unused donor hours pursuant to Section 8 of this Article), shall lose all seniority under Article 29 of this Agreement, and shall receive payment, if any, for any earned longevity (pursuant to Article 27 of this Agreement) in the pay period following ninety (90) consecutive calendar days from the movement to per diem status. Once the employee changes his/her status to a per diem status, should the per diem employee wish to convert back to full or part time status, he/she must compete and be selected for a permanent position. Once selected the employee shall be rehired based on the following rules:
  - a. If the employee was in the per diem status for more than ninety (90) consecutive calendar days and upon rehire as a regular full or part-time benefitted employee, the employee shall be given a new benefit accrual date and will be eligible to receive benefits based on this new date. The employee does not retain any previous benefits, accrual rates, or service credit for previous full or part-time employment for the purposes of computing seniority, longevity, Consolidated Annual Leave accruals, or group health insurance benefits.
  - b. If the employee was not in the per diem status for more than ninety (90) consecutive calendar days, then the employee is not eligible to receive payment for accrued Consolidated Annual Leave, nor does the employee lose any seniority. However, the employee's longevity date shall be adjusted, on a day for day basis, for time spent as a per diem status employee. Upon rehire in a full or part-time benefitted position, the employee shall continue to accrue benefits at the level he/she was accruing upon change of status, and as appropriate, based on the rehired position (full or part-time benefitted position).

## 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. 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. Extended illness is defined as any illness necessitating hospitalization as an inpatient; or an absence of the employee for outpatient surgery, excluding simple (dental) extractions or an employee's absence of more than 16 consecutive scheduled work hours.
3. There shall be a maximum of 720 hours accrued in the employee's extended illness bank. All accrued Extended Illness Bank 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 EIB bank.
4. If an employee is hospitalized, he/she shall be paid directly from the Extended Illness Bank after the department manager receives proof of hospitalization. Should the hospitalization period exceed the Extended Illness Bank days, CAL days may be used to cover the total hospitalization period.
5. When an employee has been off work due to an extended illness or injury as defined in Section 2 above, for more than sixteen (16) consecutive scheduled work hours, starting with the seventeenth (17th) hour, EIB accruals will be used to continue the employee's base pay.
6. An approved statement from a state licensed health care provider in an appropriate discipline may be required by the department manager before authorizing EIB hours.
7. **Donor Bank:** Once a recipient as defined in Article 21, Section 13, has depleted his/her EIB and CAL time, he/she may utilize their Donor Bank. Donor banks set aside for the recipient will automatically be used based upon the recipient's hourly rate. Any unused donor hours will be paid in the recipient's final paycheck.
8. 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 balance reinstated upon acceptance of the offer of recall.

#### 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, 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.

2. **Jury/Court Duty:** An employee who serves on a jury or appears in court on behalf of UMC, for any purpose which causes a loss of regularly scheduled work shall receive regular pay for the time lost. Time spent in court on behalf of UMC shall be considered as time worked for the purpose of calculating overtime, and shall be paid at the employee's regular rate of pay including all applicable differentials. An appearance in court on behalf of UMC is defined to include, but is not limited to, pre and post court preparations, depositions, interviews, questionnaires and investigations, as well as, any actual court appearances or testimony.
  - a. The employee must show evidence of the summons to the supervisor upon receipt.
  - b. If the employee is not selected for jury duty or is released, he/she shall return/report to duty if the employee has been in the jury process for less than four (4) hours.
  - c. If an employee is selected to serve on a jury, he/she will not be required to work the day that he/she serves as a juror. The employee will be required to report his/her status to the supervisor on a daily basis.
  - d. If a day shift or swing shift employee (defined as an employee whose regularly scheduled shift ends prior to twelve a.m. midnight) has been involved in the jury process for an eight (8) or more hour period, then he/she shall not be required to report for duty that day.
  - e. Compensation applies only to the regularly scheduled hours of work, and no benefit shall be paid for time spent as a juror during which the employee was not regularly scheduled to work.
  - f. **Jury Duty:**
    - (1) If a night shift employee (defined as an employee whose shift requires him/her to work past twelve a.m. midnight) is required to report for jury duty on a day that he/she would have normally worked, he/she will be released from work the night prior to the appearance, if the employee requests, and shall be paid for the regularly scheduled hours of work, less shift differential.
    - (2) 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.



(3) If a night shift employee has jury duty during the day, but has no jury duty the next day, the employee, if scheduled to work that night, has the option of reporting to work or taking Consolidated Annual Leave, pursuant to Article 21 of this Agreement.

(4) If a night shift employee is not scheduled to work the night prior to jury duty, but is scheduled to work the night of the jury duty, then the employee will be released from work the night of the jury duty, at his/her request, provided the provisions of Section 2 (b) above are met, and the employee shall receive his/her regular rate of pay for the scheduled hours of work for that night, less shift differential.

(5) For scheduling purposes, and providing the employee has notice, the employee is required to notify his/her manager whether the employee intends to return to work or take Consolidated Annual Leave, at least four (4) hours prior to the start of the shift.

g. The regular straight time rate of pay shall apply for the time spent on jury duty and will not be counted as hours worked for the purposes of computing overtime.

h. The employee shall present the jury duty reporting fee (excluding payment for mileage) to the agent of the hospital finance officer. Only upon receipt of the jury fee shall UMC pay the employee for the time lost from work.

**i. Court Duty:**

(1) If a night shift employee (defined as an employee whose shift requires him/her to work past twelve a.m. midnight) is required to report for court duty on a day that he/she would have normally worked, he/she shall be released from work the night prior to the appearance, if the employee requests, and shall be paid for the regularly scheduled hours of work, less shift differential.

(2) If a night shift employee has court duty during the day, but has no court duty the next day, the employee, if scheduled to work that night, has the option of reporting to work or taking Consolidated Annual Leave, pursuant to Article 21 of this Agreement.

(3) If a night shift employee is not scheduled to work the night prior to court duty, but is scheduled to work the night of the court duty, then the employee will be released from work the night of the court duty, at his/her request, provided the provisions of Section 2(b) above are met, and the employee shall receive his/her regular rate of pay for the scheduled hours of work for that night, less shift differential.

(4) For scheduling purposes, and providing the employee has notice, the employee is required to notify his/her manager whether the employee

intends to return to work or take Consolidated Annual Leave, at least four (4) hours prior to the start of the shift.

(5) If an employee is required to report to court duty on a day or at a time that would normally be considered time off, the employee is entitled to compensation from UMC at the applicable rate of pay and will be counted as hours worked for the purposes of computing overtime.

3. **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.

4. **Bereavement:** In the event of a death in an employee's immediate family (as defined below), the employee shall be entitled to:

a. Three (3) days off, 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. Leave must be taken within thirty (30) calendar days of the immediate family member's death. In addition, an employee may request to use additional CAL time for bereavement purposes. This request may be granted at the discretion of the Department Head.

b. UMC reserves the right to request proof of death.

c. Immediate family shall be defined as: Spouse, Spousal Equivalent, Son, Daughter, Father, Mother, Brother, Sister, Grandfather, Grandmother, Grandson, and Granddaughter. Providing the familial relationship remains in tact 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.

d. An employee wishing to attend the funeral or memorial service for an Aunt, Uncle, Niece, Nephew, Mother-in-Law, or Father-in-Law may use up to three days of CAL or leave without pay (at the employee's option), upon submission to the employee's immediate supervisor/manager for approval.

e. Such leave shall not be considered an absence for purposes of Article 37 of this agreement.

5. **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 Assistant Administrator, Human Resources 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.
6. 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 Personnel Policy Article "X" and Personnel Procedure #8, 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 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 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, the manager retains the exclusive 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 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. Re-employment rights are limited to any vacancy within the twelve (12) consecutive months immediately following the employee's return to full duty status. 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 the manager retains the exclusive 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) **Donor bank:** if an employee qualifies to use donor bank hours pursuant to Article 21 and Article 22 of this Agreement, then the employee may utilize his/her donor bank for the FMLA absence.

(e) **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 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.

(f) **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 leave 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 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 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 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 nine (9) consecutive months from date of the original catastrophic medical event.
- (2) If the employee is able to return to full duty before the nine (9) 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 nine (9) 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 nine (9) 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 nine (9) 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, 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 Voluntary Unpaid Leave.

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. Such employees will be on Voluntary Unpaid Leave (VUL) and 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 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.

**ARTICLE 24  
Group Insurance**

1. UMC agrees to provide medical, dental, and life insurance at the level adopted and effective November 1, 1988, for the term of this Agreement.
2. 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.
3. UMC shall pay the full cost of coverage for employees who elect coverage, under the medical, life, and dental insurance plans for regular full-time employees and for regular part-time employees hired prior to May 12, 1986, for the term of this Agreement. Should such employees elect to cover their dependents under the insurance plans, UMC will deduct the following amounts from the employee's paycheck, each pay period to cover the employee's cost of dependent coverage:

**CLARK COUNTY  
SELF FUNDED      HPN/HMO**

Employee/Spouse	\$25.50	\$25.88
Employee/Children	\$19.67	\$20.00
Employee/Family	\$38.16	\$38.53

4. For regular full-time and part-time employees hired after May 12, 1986 who elect coverage, UMC agrees to deduct the following amounts from the employee's paycheck each pay period to cover the employee's share of the cost for coverage under the insurance plans.

Self-funded	Employee	Employee/ Spouse	Employee/ Children	Employee/ Family
.5 (20 hrs/week)	\$65.04	\$129.15	\$119.73	\$180.46
.6 (24 hrs/week)	\$64.74	\$122.74	\$113.76	\$171.37
.7 (28-31 hrs/week)	\$58.43	\$116.29	\$107.85	\$162.29
.8 or above	\$00.00	\$ 63.87	\$ 56.94	\$101.96

HMO	Employee	Employee/ Spouse	Employee/ Children	Employee/ Family
.5 (20 hrs/week)	\$56.19	\$113.72	\$102.67	\$152.62
.6 (24 hrs/week)	\$53.32	\$108.00	\$ 97.57	\$144.95
.7 (28-31 hrs/week)	\$50.45	\$102.29	\$ 92.46	\$137.28
.8 or above	\$00.00	\$ 56.46	\$ 48.46	\$ 85.58

5. For an employee granted an approved leave of absence in accordance with Article 23, UMC will pay the employee premium and its share of dependent coverage premium only if the leave is less than thirty (30) calendar days. If the leave extends past thirty (30) calendar days, the employee has the option of paying the 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. At the time of granting the leave, the employee will be informed in writing of his/her obligation for self-paying premiums under this Article.
6. In the event an employee is suspended without pay for a period greater than thirty calendar days, the employee has the option of paying the health insurance premium. In this instance, the premium payments must be received by UMC no later than the 20th of the month for which the premium is being paid.
7. 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.
8. 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.

9. 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.
10. The employee's share of dependent premiums expressed in Section 3 and 4 of this Article shall be raised by 20% of any overall premium increases for dependents incurred by UMC on January 1 of each year of this Agreement.
11. 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 (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.

#### ARTICLE 26

##### Worker's 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 worker's 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 worker's 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. Worker's 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 and/or EIB hours. The employee should advise the worker's 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.).
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. Upon completion of five (5) years of creditable service, eligible employees on UMC payroll prior to February 18, 1992, shall be entitled to longevity pay in addition to their base salary. Employees hired on or after February 18, 1992, shall be eligible for longevity pay after completion of eight (8) years of creditable service.

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.

#### 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.

2. All employees will be afforded equal access to education and training programs and opportunities.

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. 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 as they relate to attendance at educational programs.

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.

**ARTICLE 29**  
**Seniority**

**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 service within their current classification within their current cost center.
- 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.

**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 of days off;
  - (2) scheduling of CAL time;
  - (3) shift assignments when there is a vacancy on a particular shift;
  - (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 CAL, non-prime holidays, 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 the operational needs of the unit are met. 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.

**3. Creditable Service for Seniority:**

- a. Employees accrue seniority during all paid leave time and for the first thirty (30) days of unpaid leave. Part-time employees shall accrue seniority on a prorated basis, as their work hours relate to a full-time employee's work hours.
- b. 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. 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.

#### 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 Assistant Administrator, Human Resources 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.

a. 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 for at least seven (7) calendar days to accept applications, except when such vacancies are to 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. On a monthly basis, UMC will provide a report to the Union identifying which classifications have active eligibility lists.

b. Job announcements shall be posted in at least two (2) locations readily accessible to employees (outside the cafeteria and in the recruitment office), and in addition shall be posted in the department where the vacancy exists, and shall be posted on a readily accessible encased bulletin board in each UMC facility not physically connected to the main hospital (i.e., the Quick Cares, Clinics, Wellness Center, Rehabs, etc.), and a copy shall be mailed to the Union Office.

c. For those positions that it is determined by the Assistant Administrator, Human Resources 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 at least the top ten percent (10%) of the employees who apply for and who demonstrate that they fully meet the minimum qualifications for a posted position. 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 was not selected, submit a written request to the recruitment division of UMC's Human Resources Department to inquire into the reason(s) why he/she 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.

#### 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". When UMC makes a determination that a call off is necessary, the call off shall apply to the classifications affected in the following order:

a. Agency or registry personnel, excluding contracted registered nurses.

b. UMC employees on overtime.

c. Temporary employees.

d. Per diem employees.

e. Solicited volunteers.

f. All other employees inclusive of contracted registered nurses in the

affected cost center rotated in such a manner that the time lost is equitably distributed within the cost center.

2. If an employee is scheduled to work and no work is available and the employee is called off, 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 Voluntary Unpaid Leave.

#### 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 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 JCAHO 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:
  - 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.

7. While the Union recognizes the Hospital's obligation to ban smoking within its building, UMC recognizes the employee's right to smoke outside the building and will take into consideration fire prevention, laws and regulations and Hospital security when limiting outside restricted smoking areas. UMC shall provide an "employee only" smoking area at the hospital's main campus.

#### ARTICLE 34

##### Patent 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 work loads; 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 no less than once every other month. 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

1. If UMC determines a need for contracting out existing service(s), the Union shall be given at least thirty (30) days notice, in writing, prior to the decision to contract out. In addition, the parties shall meet and confer over the impact of such decision.
2. 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.
3. 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.

## 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 UMC's 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 his/her assigned duties has his/her driver's license suspended or revoked temporarily or permanently, due to a substance related offense, the employee must notify 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 his/her capabilities to perform the job.
- c. Whenever an employee is taking a drug which may negatively affect his/her performance or ability to perform in a safe manner, the employee shall notify his/her supervisor who shall notify the Employee Health Nurse by providing written notice of the prescribed medication. An employee who fails to notify 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 his/her 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 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's interests, including public image.
- e. If an employee who is required to drive as part of his/her assigned duties has his/her driver's license suspended or revoked temporarily or permanently, due to a substance related offense, the employee must notify 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 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 five (5) 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 "Observation/Incident Report" included as part of this policy.

### 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 "Observation/Incident Report". The 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 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 him/her of 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 Associated Pathologists Laboratories (AML) 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 of a taxi-cab from the employee's home back to UMC to retrieve his/her vehicle, provided the employee returns on a day other than the day tested and he/she provides the original taxi-cab receipt to 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. 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 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 (sick leave, compensatory time, vacation leave, 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 to Human Resources, who will then immediately notify and make a copy of the report 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 blood alcohol 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 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. 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. 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 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. 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. 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 from 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 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.

- 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 five (5) working 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 Employee Relations Manager of Human Resources (for labor and worker's 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 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.
- f. Confidentiality and its application in the drug and alcohol policy.

### Other Laws, Statutes or Regulations:

University Medical Center is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problem classifies them as disabled under federal and state law.

The provisions of any applicable law, statute, regulation or ordinance (i.e. The Omnibus Transportation and Employee Testing Act of 1991 and the Federal Highway Administration and Department of Transportation rules of February, 1994) and any amendments thereto, shall control in the event of any conflict with the provisions of this policy.

### Qualifications

Employee Assistance Program (EAP): the program will assess and recommend the appropriate level of treatment and provider options. EAP personnel shall have the required minimum licensing and certification and UMC shall inform the Union of the incumbent's licenses and certifications.

UMC shall notify the Union with the identity of the current EAP personnel.

Medical Review Officer (MRO): the MRO must be a physician licensed in the State of Nevada and UMC shall keep the Union notified of the identity of the current MRO.



**ARTICLE 37  
Attendance Policy**

**Purpose:**

The purpose of this policy is to establish an absenteeism policy for all UMC employees.

**Organizations Affected:**

All Departments

**Procedures:**

1. To minimize the interruption to patient care and to effectively staff the hospital, each employee is responsible for notifying his/her supervisor at least eight (8) hours before the start of the scheduled shift whenever absence from work is necessary.
2. In the case of emergency or sudden illness, one (1) hour notice is required in order to receive pay. Failure to give at least one (1) hour notice will result in the shift being a non-paid call in.
3. The employee must report personally to the supervisor or designated department contact unless absolutely impossible to do so.
4. The employee must report to the supervisor each day of absence unless the supervisor gives instructions otherwise.
5. Daily notification will not be necessary in situations where the employee has notified the supervisor that he/she has a physician's statement verifying the need to be out of work for more than one (1) shift. The physician's statement must be presented to the supervisor upon returning to work.
6. An employee absent due to injury/illness for four (4) or more consecutive shifts must submit a physician's verification of illness to his/her supervisor. The supervisor will ensure the verification is submitted to the employee health specialist for filing.
7. The supervisor reserves the right to require a physician's release to full duty at any time the employee demonstrates abusive or habitual absenteeism.
8. In order to implement University Medical Center's attendance policy on a consistent basis, it is the responsibility of all supervisor, managers, directors, and administrative personnel to review and document the attendance records of their employees each pay period.

**Section A. Definitions:**

1. Absence is defined as each scheduled shift that an employee fails to report to work as scheduled or failure to complete scheduled work time unless there is pre-authorization for such absence.
2. An occurrence shall be defined as follows:
  - a. One or more consecutive days where the employee reports the absence less than eight hours prior to shift start time.
  - b. Failure to complete a scheduled shift.
3. Excessive absenteeism may exist when the number of absences exceeds 10% of scheduled work time in any ninety (90) day period or 7.5% of scheduled work time in any 180 day period, (an alternative could be based on absences exceeding six (6) days in a consecutive ninety (90) day period). The employee who demonstrates an intolerable attendance record is subject to suspension pending termination. The supervisor should attempt to determine the reason for the excessive absenteeism and encourage the employee to remedy the problem. In determining whether excessive absenteeism may exist, the Department Head shall take into consideration the employee's overall attendance record compiled during the employee's tenure of employment and not a singular event.
4. 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 scheduled days off or before and after a holiday or a pattern of absences of taking more than one (1) day for each occurrence.
5. Abusive absenteeism may exist when the employee reports absences with a false excuse (i.e. reported sick but took leisure time or worked elsewhere.)

**Section B. Disciplinary Action:**

1. During a rolling twelve (12) month period, the following progressive disciplinary action will be followed for occurrences:

fifth occurrence	verbal counseling
sixth occurrence	first written warning
seventh occurrence	second written warning
eighth occurrence	one (1) day unpaid suspension
ninth occurrence	two (2) day unpaid suspension
tenth occurrence	suspension pending termination
2. Employees with ongoing unacceptable attendance patterns (i.e., received 2 one-day unpaid suspensions in a row because of the rolling 12-month period) may be moved forward to the next step of discipline.

3. Employees may be progressively disciplined for demonstrated excessive, habitual or abusive absenteeism patterns.

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

1. Failure on the part of the employee to report absences as outlined in Section A of this policy 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. An incident of no call - no show shall be counted as an occurrence for the purpose of the employee's attendance record and occurrence calendar.

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

**Section D. Special Circumstances:**

Circumstances may necessitate forgoing any of the above mentioned counselings. In cases of absences that are due to circumstances clearly beyond the control of the employee, UMC may waive disciplinary action.

**Section E. Special Category:**

Types of absences not covered by this policy:

Absences documented under worker's compensation.

Absences documented under FMLA.

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

**Section F. Attendance Benefits:**

1. 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.

**ARTICLE 38  
Tardy Policy**

**Purpose:**

The purpose of this policy is to establish a tardiness policy for all UMC employees.

**Organizations Affected:**

All Departments

**Procedures:**

1. During a six (6) month period, the following progressive disciplinary action shall occur when an employee fails to report to the assigned work station at the beginning of the scheduled work shift.

fourth tardy	Verbal counseling
fifth tardy	First written warning
sixth tardy	Second written warning
seventh tardy	Final written warning
eighth tardy	Suspension pending termination

2. An employee who has entered a progressive disciplinary schedule for tardiness and is demonstrating an ongoing unacceptable tardiness pattern may be moved forward to the next step of the disciplinary schedule of the tardy count.
3. In order to receive pay for the tardy time, a minimum of one (1) hour notice is required. If at least one hour notice is given, the tardy-time will be paid out of the employee's CAL bank and the incident will be recorded as a tardy.
4. Supervisor/department managers are responsible for:
- a. documenting all late arrivals for work;
  - b. following the established progressive disciplinary action prescribed above;
  - c. administering the progressive disciplinary action fairly and equitably when late problems occur.

**ARTICLE 39  
Floating Policy**

**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 of the section to which he/she 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 the 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 (including returning to his/her own work section). An employee shall not be required to float more than once during any shift.
  - 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 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 least seniority rotating through first). The position shall be filled by employees in the Emergency Services group identified in section 4 below.
  - b. Once an employee floats, the employee will stay in the unit floated to for the duration of the floated employee's shift. If an employee needs to be called off or floated during the shift in the unit which the employee floated to, the floated employee will not be called off or floated again, but the sequence of call off (pursuant to Article 31 of this Agreement) or float of the same classification in that unit/cost center shall be followed.
4. For employees possessing licenses as either a registered nurse or practical nurse, staffing will be closed within the following like groups:
  - a. Critical Care Services; identified as TICU, MICU, NSCU, CCU/CVCU, BCU - BCU - OP, SICU, 3 West and IMC.
  - b. Medical-Surgical Services; identified as 5 South (Oncology), 5 North, 4 South, 4 North, 3 South, 2 West, 2 South, 1 South, 1 Southeast, 1 North and Rancho Rehabilitation.

- c. Pediatric Services; identified as Pediatrics, Pediatrics ICU, and NICU.
  - d. Maternal services; identified as High Risk OB, Labor and Delivery, and Ante-Partum Testing.

With respect to the Pediatric Services and Maternal Services groups, the unit known as FBCC will be required to float only to High Risk OB and NICU and these two units may be required to float to FBCC, as well as, within their assigned group.
  - e. Surgical Services; identified as Surgery (including Endoscopy), Day Surgery, Anesthesia, Sterile Processing, and PACU.
  - f. Ambulatory Services; identified as Pediatric Outpatient Services, University Women's Center, Outpatient Clinic, Wellness Center, Quick Cares.
  - g. Emergency Services; identified as Pediatrics Emergency Room, Emergency Room, Critical Care Transport, Trauma Resuscitation, and Chest Pain Center.
  - h. The parties agree that should the skill requirements for the like groups identified above change, UMC shall ensure that the necessary adjustments are made to the group assignment and notify the Union of the change.
3. Employees who are interested in working when they are called off in their own section or working overtime on sections other than in 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 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 issues 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 Assistant Hospital Administrator, Patient Services or appropriate Administrative 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 Assistant Hospital Administrator, Patient Services or the appropriate Administrative Director.
- (1) The Assistant Hospital Administrator, Patient Services or Appropriate Administrative 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 Assistant Hospital Administrator, Patient Services or Appropriate Administrative 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 Senior Hospital Administrator, Patient Services or appropriate Administrator.
- (1) The Senior Hospital Administrator, Patient Services or 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 Senior Hospital Administrator, Patient Services or 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.
- 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 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: Floating Sequence:**

Employees will be floated in the following order:

1. agency or registry personnel, excluding contracted registered nurses;
2. temporary employees;
3. per diem employees;
4. solicited volunteers, except that an employee will only float once during any shift;
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), with greater than 24 hours advanced notice;
  - c. an employee who is working an unscheduled shift (less than 24 hours advanced notice) may refuse to float, without fear of discipline, however, this employee may also be called off, out of sequence, as a result of the refusal to float.
6. All other employees, inclusive of contracted registered nurses 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 to float, only a 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 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 is working an additional shift, which was not scheduled more than 24 hours in advance; or
- d. he/she was contacted to work an unscheduled shift or overtime with less than 24 hours advanced notice, 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
- e. 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 off going 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 needed for the assignment. The charge nurse or appropriate manager or designee shall be authorized overtime (if applicable), not to exceed 45 minutes to accomplish the orientation. This overtime shall not be considered fractional overtime and the charge nurse or designee shall not be subject to discipline.
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 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.
3. All floated employees will be evaluated at the end of every worked shift. Consistent, satisfactory performers may be waived to less frequent evaluations. The charge nurse or appropriate manager or designee shall be responsible for evaluating the float personnel on the float evaluation form and submitting the form to the floated employee's manager at completion of the shift.

**Section 9: Ancillary Employees**

In addition to the procedures outlined above (with the exception of Section 1, paragraph 4 above) and in the event no work is available for ancillary employees within their Cost Center, the employee may request to float to an area where their classification needs are available, prior to being called off.

**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.

**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.

**ARTICLE 42**

**Entire Agreement**

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, UMC and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed the Agreement. All rights and duties of both parties at the time that they negotiated or signed the Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. Any benefit existing prior to this Agreement is negated unless specifically incorporated into this Agreement.

**ARTICLE 43  
Anti-Strike Clause**

The Union agrees not to strike, not to endorse, support, assist or encourage in any way any individual, employee or group of employees to participate in any strike against UMC.

**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 employee is authorized to interpret in a second language at least ten (10) hours per pay period; and
- b. as a prerequisite to receiving Interpreter Pay, the employee must successfully complete an oral efficiency examination, interpreter training and training in medical terminology. The need for written proficiency examination will be determined by UMC Human Resources on a case-by-case basis for selected positions requiring written communication skills in a second language. Competency testing requires fluency in English and the required foreign language or languages; and
- c. the parties further recognize that eligibility for interpreter pay to an employee is not automatic simply because the employee is bilingual and uses bilingual skills in the normal course of his/her job duties. When an employee is required to interpret by his/her supervisor, either outside of the employee's classification or outside of the employee's home cost center, then the employee may be eligible for interpreter pay (providing the requirements of this article are met).
- d. Eligibility for interpreter testing and training shall be scheduled by UMC, based on the identified needs of UMC.

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. Employees required to interpret outside of their classification or Cost Center by their supervisor, shall complete the necessary documentation to establish they have interpreted for a minimum of ten (10) hours during the pay period. The Administrative Policy on interpretation contains the required documentation to be processed and approved.
5. Employees eligible for interpreter pay are subject to annual re-authorization and certification as identified in paragraph 2 (b) above. However, re-certification through testing will generally only be required if there are concerns regarding the employee's competency to interpret, or every two years, whichever is appropriate.
6. Employees eligible for interpreter pay are required to pass annual competency skills testing relating specifically to interpretation skills. Annual competency testing will be accomplished by staff development or human resources.

**ARTICLE 45  
Term of Agreement**

1. This Agreement shall be effective April 2, 2003, and shall remain in effect until the last day of June, 2006, 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.
2. This Article does not preclude informal discussion between the parties of any matter which is not subject to negotiation or contract. Any such informal discussion is exempt from all requirement of notice or time schedule.

For the Union:

For the County:

Vicky Hedderman, President  
SEIU, Local 1107

Mary J. Kincaid-Chauncey  
Chair, UMC Board of Trustees

Thomas M. Beatty, Executive Director  
SEIU, Local 1107

Appendix A  
List of Classifications

<u>Classification</u>	<u>Salary Schedule</u>
Accounting Clerk	A13
Accounting Technician	B21
Admitting Nurse	C41
Admitting/Discharge Representative	A13
Admitting/Discharge Specialist	B21
Advanced Respiratory Therapist	B24
Anesthesia Technician	A13
Applications Analyst	B32
Applications Programmer	C42
Blood Gas Technician	A12
Cardiac Monitor Technician	A13
Cardiac Sonographer	B24
Cardiac Surgical Technologist	B23
Cardiovascular Invasive Procedures Technologist	B22
Cardiovascular Non-invasive Procedures Technician	A13
Certified Nursing Assistant	A13
Certified Respiratory Therapist	B22
Charge Nurse	C43
Child Life Specialist	C41
Clinical Laboratory Assistant	A12
Clinical Laboratory Technician	B22
Clinical Laboratory Technologist	C42
Clinical Social Worker	C42
Communications Technician	B22
Computer Operator	A12
Computer Technician	B22
Cook	B21
Courier	A11
Data Specialist	B23
Data Technician	B21
Dietitian	C42
Dietitian Technician	B21
Discharge Coordinator	B31
Dispatcher	A12

Classification

Salary Schedule

EEG Technician	A12
EKG Technician	A12
Eligibility Field Representative	B22
Eligibility Financial Specialist	B22
Environmental Services Aide	A11
Food Handler	A12
Food Service Worker	A11
Groundsworker	A11
Legal Specialist	B23
LPN I	B22
LPN II	B23
Lithotripsy Technician	B23
Managed Care Representative	B21
Managed Care Specialist	B23
Media Specialist	B23
Media Technician	A13
Medical Librarian	C41
Medical Social Worker	C41
Medical Social Worker Specialist	C42
Medical Transcriptionist	B21
MRI Technologist	B32
Network Specialist	C41
Nuclear Medicine Technician	B24
Nuclear Medicine Technologist	B31
Nutrition Assistant	A12
Office Assistant	A12
Office Specialist	B21
Office Technician	A13
Orthopedic Specialist	B23
Orthopedic Technician	B22
Oscopy Technician	B21
Patient Account Representative	A13
Patient Account Specialist	B21
Patient Advocate	B21
Patient Attendant	A08
Patient Transporter	A11



<u>Classification</u>	<u>Salary Schedule</u>
Performance Improvement Analyst	C41
Pharmacy Purchasing Analyst	B22
Pharmacy Technician	B21
Physician Referral Specialist	A13
Polysomnographic Technologist	B24
Print Shop Assistant	A11
Print Shop Technician	A12
Public Safety Officer	A12
Pulmonary Function Technologist	B22
Purchasing Analyst	B22
Radiologic Services Assistant	A12
Radiology Technician	B22
Receptionist	A11
Registered Nurse	C42
Registered Radiological Technologist	B23
Registered Respiratory Therapist	B23
Rehabilitation Evaluator	C41
Rehabilitation Staff Therapist	C42
Rehabilitation Therapy Assistant	B22
Rehabilitation Therapy Technician	A12
Secretary	A13
Senior Applications Analyst	C41
Senior Applications Programmer	C43
Senior Cardiac Sonographer	B31
Senior Registered Radiologic Technologist	B32
Senior Clinical Laboratory Assistant	A13
Senior Clinical Laboratory Technologist	C43
Senior Computer Operator	A13
Senior Ekg Technician	B21
Senior Eligibility Financial Specialist	B23
Senior Environmental Services Aide	A12
Senior Food Service Worker	A13
Senior MRI Technologist	C41
Senior Nuclear Medicine Technologist	B32
Senior Physician Referral Specialist	B21
Senior Purchasing Analyst	C41
Senior Rehabilitation Staff Therapist	C43

<u>Classification</u>	<u>Salary Schedule</u>
Senior Specialty Imaging Technologist	B32
Senior Sterile Processing Technician	A13
Senior Surgical Technologist	B24
Senior Systems Programmer	C43
Senior Telecommunications Operator	A13
Senior Ultrasound Technologist	B32
Shuttle Driver	A12
Specialty Imaging Technologist	B31
Sterile Processing Technician	A11
Surgical Technologist	B22
Systems Programmer	C42
Telecommunications Operator	A11
Ultrasound Technician	B24
Ultrasound Technologist	B31
Utilization Review Analyst	C41
Warehouse Specialist	B21
Warehouse Technician	A11

Appendix B  
Salary Ranges  
Effective July 1, 2002

<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>	<u>Perdiem</u>
A08	8.983	11.453	13.924	10.308
A09	9.555	12.183	14.810	10.965
A10	10.166	12.962	15.757	11.666
A11	10.815	13.789	16.763	12.410
A12	11.464	14.616	17.769	13.154
A13	12.152	15.494	18.836	13.945
B21	12.880	16.422	19.964	14.780
B22	13.654	17.409	21.164	15.668
B23	14.473	18.453	22.433	16.608
B24	15.340	19.559	23.777	17.603
B31	16.261	20.733	25.205	18.660
B32	17.237	21.977	26.717	19.779
C41	18.272	23.297	28.322	20.967
C42	19.368	24.694	30.020	22.225
C43	20.529	26.175	31.820	23.558

Appendix C  
Salary Ranges  
Effective July 1, 2003

<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>	<u>Perdiem</u>
A08	9.230	11.768	14.307	10.591
A09	9.818	12.518	15.218	11.266
A10	10.445	13.318	16.190	11.986
A11	11.112	14.168	17.224	12.751
A12	11.779	15.018	18.257	13.516
A13	12.486	15.920	19.353	14.328
B21	13.235	16.874	20.514	15.187
B22	14.030	17.888	21.747	16.099
B23	14.871	18.960	23.050	17.064
B24	15.762	20.097	24.431	18.087
B31	16.708	21.303	25.897	19.173
B32	17.711	22.581	27.452	20.323
C41	18.775	23.938	29.101	21.544
C42	19.900	25.373	30.845	22.836
C43	21.094	26.895	32.696	24.206

Salary Ranges  
Effective July 28, 2003 (After PERS Adjustment)

<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>	<u>Perdiem</u>
A08	9.161	11.680	14.200	10.591
A09	9.745	12.425	15.105	11.266
A10	10.368	13.219	16.070	11.986
A11	11.030	14.063	17.097	12.751
A12	11.691	14.906	18.121	13.516
A13	12.393	15.801	19.209	14.328
B21	13.136	16.748	20.361	15.187
B22	13.925	17.755	21.584	16.099
B23	14.760	18.819	22.878	17.064
B24	15.645	19.947	24.250	18.087
B31	16.584	21.144	25.705	19.173
B32	17.579	22.413	27.247	20.323
C41	18.635	23.760	28.884	21.544
C42	19.752	25.184	30.616	22.836
C43	21.094	26.895	32.696	24.206

Appendix D  
Salary Ranges  
Effective July 1, 2004 (With PERS Adjustment reflected)

<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>	<u>Perdiem</u>
A08	9.435	12.030	14.624	10.909
A09	10.038	12.798	15.559	11.604
A10	10.679	13.616	16.552	12.346
A11	11.361	14.485	17.610	13.134
A12	12.042	15.353	18.665	13.921
A13	12.735	16.275	19.786	14.758
B21	13.529	17.250	20.970	15.643
B22	14.344	18.288	22.233	16.582
B23	15.203	19.384	23.565	17.576
B24	16.114	20.545	24.977	18.630
B31	17.081	21.778	26.476	19.748
B32	18.106	23.085	28.064	20.933
C41	19.195	24.473	29.752	22.190
C42	20.345	25.940	31.535	23.521
C43	21.565	27.496	33.426	24.932

**Appendix E  
Salary Ranges**

Effective July 1, 2005 (With PERS Adjustment Reflected)

<u>Grade</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>	<u>Per diem</u>
A08	9.718	12.931	15.063	11.236
A09	10.339	13.182	16.025	11.952
A10	10.999	14.024	17.048	12.716
A11	11.702	14.920	18.138	13.528
A12	12.403	15.814	19.225	14.339
A13	13.147	16.763	20.378	15.201
B21	13.936	17.768	21.601	16.112
B22	14.774	18.837	22.900	17.079
B23	15.660	19.966	24.273	18.103
B24	16.597	21.161	25.725	19.189
B31	17.593	22.431	27.269	20.340
B32	18.649	23.778	28.906	21.561
C41	19.770	25.207	30.644	22.856
C42	20.955	26.718	32.480	24.227
C43	22.213	28.321	34.430	25.680

**Appendix F  
Per Diem Rates  
Effective July 1, 2002**

<u>Classification</u>	<u>Rate</u>
Cardiac Sonographer	24.644
Certified Respiratory Therapist	21.935
LPN I	21.935
LPN II	23.251
Medical Transcriptionist	19.522
MRI Technologist	30.768
Nuclear Medicine Technician	24.644
Nuclear Medicine Technologist	26.124
Radiology Technician	21.935
Registered Radiology Technologist	23.251
Registered Nurse	31.114
Registered Nurse (Critical Care)	32.670
Registered Respiratory Therapist	23.251
Speciality Imaging Technologist	26.124
Ultrasound Technician	24.644
Ultrasound Technologist	29.026

**Appendix G  
Per Diem Rates  
Effective July 1, 2003**

<u>Classification</u>	<u>Rate</u>
Cardiac Sonographer	25.322
Certified Respiratory Therapist	25.043
LPN I	22.539
LPN II	23.890
Medical Transcriptionist	20.059
MRI Technologist	31.613
Nuclear Medicine Technician	25.322
Nuclear Medicine Technologist	26.842
Radiology Technician	22.539
Registered Radiology Technologist	23.890
Registered Nurse	31.970
Registered Nurse (Critical Care)	33.569
Registered Respiratory Therapist	26.544
Speciality Imaging Technologist	26.842
Ultrasound Technician	25.322
Ultrasound Technologist	29.824

**Appendix H  
Per Diem Rates  
Effective July 1, 2004**

<u>Classification</u>	<u>Rate</u>
Cardiac Sonographer	26.082
Certified Respiratory Therapist	25.794
LPN I	23.215
LPN II	24.607
Medical Transcriptionist	20.661
MRI Technologist	32.561
Nuclear Medicine Technician	26.082
Nuclear Medicine Technologist	27.647
Radiology Technician	23.215
Registered Radiology Technologist	24.607
Registered Nurse	32.929
Registered Nurse (Critical Care)	34.576
Registered Respiratory Therapist	27.340
Speciality Imaging Technologist	27.647
Ultrasound Technician	26.082
Ultrasound Technologist	30.719

**Appendix I  
Per Diem Rates  
Effective July 1, 2005**

<u>Classification</u>	<u>Rate</u>
Cardiac Sonographer	26.864
Certified Respiratory Therapist	26.568
LPN I	23.911
LPN II	25.345
Medical Transcriptionist	21.281
MRI Technologist	33.538
Nuclear Medicine Technician	26.864
Nuclear Medicine Technologist	28.476
Radiology Technician	23.911
Registered Radiology Technologist	25.345
Registered Nurse	33.917
Registered Nurse (Critical Care)	35.613
Registered Respiratory Therapist	28.160
Specialty Imaging Technologist	28.476
Ultrasound Technician	26.864
Ultrasound Technologist	31.641

**APPENDIX J  
UMC SUBSTANCE ABUSE PROGRAM**

**OBSERVATION/INCIDENT REPORT**

Reasonable Cause  Post-Accident  (check one)

Date of Report \_\_\_\_\_ Time of Day \_\_\_\_\_

Name of Observed Employee \_\_\_\_\_

Location of Observation \_\_\_\_\_

Observer \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Position \_\_\_\_\_ 1<sup>st</sup> 2<sup>nd</sup> Other (Supervisor)

**Reasonable Cause Testing:**

Reasonable cause for testing is a belief that an employee is under the influence of a drug and/or alcohol based on specific facts and/or reasonable inferences derived from those facts. An observing supervisor shall describe and document the following:

Specific observations concerning the appearance, behavior, speech or performance of the employee; and/or

Violation of a safety rule or other unsafe work incident which, after investigation, leads the supervisor(s) to believe that drug and/or alcohol use may be a contributing factor; and/or

Other physical, circumstantial or immediate indicators of drug and/or alcohol use;

**Post-Accident Testing:**

An employee involved in an accident while on duty may be required to undergo a drug and alcohol test when it is determined the employee contributed to the accident or cannot be completely discounted as a contributing factor to the accident. An observing supervisor shall describe and document the following:

Description of accident  
Resulting personal injury; and/or  
Resulting Property damage.

**REASONABLE CAUSE INDICATORS OR ACCIDENT SUMMARY:**

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(Continue on side 2 and/or attach additional sheets if necessary)

**APPENDIX K**

**RELEASE TO RETURN TO DUTY STATEMENT  
UMC HUMAN RESOURCES**

Associated with reasonable cause indicators and/or accidents are a variety of "warning signs" which usually appear on the job. Check the symptom or symptoms you have observed in the employee.

- |   |   |
|---|---|
| <input type="checkbox"/> Drowsiness                                     | <input type="checkbox"/> Watery, glassy, red eyes |
| <input type="checkbox"/> Constricted (small pupils)                     | <input type="checkbox"/> Hallucinations           |
| <input type="checkbox"/> Euphoria (elevated mood)                       | <input type="checkbox"/> Relaxed inhibitions      |
| <input type="checkbox"/> Extreme mood changes                           | <input type="checkbox"/> Disoriented behavior     |
| <input type="checkbox"/> Poor time/distance perception                  | <input type="checkbox"/> Slurred speech           |
| <input type="checkbox"/> Exaggerated sense of ability                   | <input type="checkbox"/> Excessively talkative    |
| <input type="checkbox"/> Poor hand/eye coordination                     | <input type="checkbox"/> Wanders aimlessly        |
| <input type="checkbox"/> Excessive irritability                         | <input type="checkbox"/> Depression               |
| <input type="checkbox"/> Rapid or slow breathing                        | <input type="checkbox"/> Rapid speech             |
| <input type="checkbox"/> Stares off into space                          | <input type="checkbox"/> Staggering walk          |
| <input type="checkbox"/> Drunk behavior with or without odor of alcohol | <input type="checkbox"/> Violent behavior         |
|   | <input type="checkbox"/> Other _____              |

**ACTIONS TAKEN:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMENTS BY EMPLOYEE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTINUATION FROM FIRST PAGE IF NECESSARY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(PLEASE ENSURE CONFIDENTIALITY OF REPORT IN DISTRIBUTION)

**TESTING PROCEDURES CHECKLIST:**

- Complete and send Observation/Incident Report (Section 4 (a))
- Advise employee of right to request second supervisor (Section 4 (b))
- Advise employee of right to Union representation (Section 4 (c))
- Advise employee of leave procedures (Section 4 (e))
- Advise employee of refusal to test policy (Section 4 (g))
- Contact QUEST Laboratories to dispatch the mobile phlebotomy department to conduct toxicology collections for a drug and alcohol screening at (702) 733-7866, extension 3446 (voice mail). Leave your name and telephone number so that QUEST may return the call.
- Have the employee complete the QUEST collection form, authorizing the collection form, authorizing the collection of the sample
- Make arrangements for transporting employee to collection site and home (Section 4 (d)). **DO NOT ALLOW THE EMPLOYEE TO DRIVE HOME.**

cc: Department Head  
Employee Relations Division of Human Resources

Completion of this statement implies that the employee is ready to return to duty based on his/her substance abuse issues. This statement releases the employee to return to duty in accordance with the UMC Substance Abuse Policy and is to be completed by the physician or treatment provider. The employee must present the completed form to his/her supervisor prior to returning to work.

Employee Name: \_\_\_\_\_ Soc. Sec.#: \_\_\_\_\_

Department: \_\_\_\_\_ Division: \_\_\_\_\_

Treatment Intake Date: \_\_\_\_\_ Expected Length of Treatment: \_\_\_\_\_

Is treatment expected to interfere with the employee's regular work schedule? \_\_\_\_\_  
If yes, please specify: \_\_\_\_\_

Has the employee begun treatment? \_\_\_\_\_ if no, please indicate expected start date: \_\_\_\_\_

If you are a medical director, please list any substance abuse-related restrictions/limitations that may affect this employee's ability to perform his/her job: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Please attach additional sheets if necessary)

PRINT PHYSICIAN/PROVIDER NAME	SIGNATURE	TITLE/CREDENTIALS	DATE

PROGRAM NAME (if applicable)	ADDRESS	PHONE NO.

DISTRIBUTION WHITE - Employee CANARY -Emp's Department Head PINK - UMC HR

## APPENDIX L 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 extent 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 providers 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))

**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; 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.

**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.

**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.

**LETTER OF UNDERSTANDING  
BY AND BETWEEN  
THE  
UNIVERSITY MEDICAL CENTER  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107  
EXCLUSIVITY**

This Letter of Understanding will serve to confirm the parties Agreement reached in negotiations regarding the matter of exclusivity as referenced in NRS 288 and as same would relate to the individual right of a bargaining unit employee to advance a grievance on their own behalf utilizing the grievance and arbitration procedure negotiated by the parties and contained in their Collective Bargaining Agreement.

The parties agree that in the event a court of competent jurisdiction or the Employee-Management Relations Board determines that exclusivity as defined in NRS 288.027 is interpreted to permit or confer upon the Union the sole and exclusive right to make a determination as to whether to proceed or not to proceed with a grievance through the contractual grievance procedure, the parties shall amend the Collective Bargaining Agreement in any and all respects necessary and appropriate to conform with that interpretation.

In addition, the parties reserve the right to effect such amendment as referred to above independent of a determination by a court of competent jurisdiction or the Employee-Management Relations Board.

It is the mutual intent of the parties in this Letter of Understanding to agree, if permitted by law, to confer exclusivity governing all grievances arising from the parties Collective Bargaining Agreement upon SEIU, Local 1107.

**LETTER OF AGREEMENT  
BETWEEN THE  
UNIVERSITY MEDICAL CENTER  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107  
REGARDING COMPENSATION ISSUES**

This will confirm the parties agreement with respect to those economic modifications to the University Medical Center and the Service Employees International Union, Local 1107 Collective Bargaining Agreement which, unless otherwise specified are retroactive to July 1, 2002.

1. Article 14, Salary, section 1.
2. It is understood by the parties that along with the salary range increase, all cost of living adjustments shall result in employees' base pay increasing by the corresponding adjustment, unless the employee's base hourly rate still exceeds the top of the salary range after the adjustment is applied to the salary range. In the event an employee falls below the new maximum of the salary range, but not far enough to receive the entire cost of living adjustment, the employee shall receive a partial adjustment to the maximum of the adjusted salary range.
3. Those employees formerly covered by this agreement who either voluntarily separated or died after the effective date of any wage increase and before the date this agreement is effected, will be eligible to apply for retroactive pay increases.
4. Those employees identified above or beneficiaries of deceased employees must submit their request in writing by certified mail to the Assistant Administrator, Human Resources no later than May 2, 2003, at 5:00 p.m. Any requests after that date will be denied.
5. For those current employees covered by this agreement who choose to apply the value of their retroactive wages to their cal bank hours, a written request must be received by the Assistant Administrator, Human Resources by May 2, 2003, at 5:00 p.m. Any request after that date will be denied.
6. **Article 27 re-opener, should employee contribution to PERS increase.** Should increases to employee contributions to PERS go into effect during the term of this agreement, the parties also agree to negotiate possible wage increases beyond what is provided for under article 27 to offset those increases. Furthermore, the parties agree that negotiations held under this re-opening provision will not be subject to the impasse/dispute provisions of NRS 288.

LETTER OF AGREEMENT  
BETWEEN THE  
UNIVERSITY MEDICAL CENTER  
AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107  
EXCESS DEFERRED COMPENSATION PLAN

1. The University Medical Center agrees to recommend, within ninety (90) calendar days of full ratification and approval of the Agreement, the establishment of an Excess Deferred Compensation Plan for post-retirement medical benefits pursuant to Internal Revenue Code, Section 457, to the Board of Hospital Trustees for approval in conformance with the Nevada Open Meeting Law. Such plan shall comply with all applicable provisions of the Internal Revenue Code and shall be governed by the Plan Document as approved by the Board of Hospital Trustees.
2. The University Medical Center agrees to meet with representatives of Clark County in order to determine the feasibility of participating in the Excess Deferred Compensation Plan designed by Clark County and approved by the Board of County Commissioners which is established at full ratification and approval of the Collective Bargaining Agreement between the SEIU, Local 1107 and the University Medical Center.
3. If the University Medical Center determines that it is feasible to participate in the approved plan from Clark County, employees of the University Medical Center shall be eligible to participate in the plan following any participation provisions of the plan document and following ninety (90) calendar days of full ratification and approval of the Collective Bargaining Agreement between the SEIU Local 1107 and the University Medical Center.
4. If Clark County does not have an approved Excess Deferred Compensation Plan upon full ratification and approval of the Collective Bargaining Agreement between the SEIU Local 1107 and the University Medical Center, the University Medical Center maintains its exclusive right to determine the feasibility of participating in the Clark County plan, within ninety (90) calendar days of approval of the plan by the Clark County Board of County Commissioners. If the University Medical Center determines that it is feasible to participate in the Clark County plan as approved and adopted by the Clark County Board of County Commissioners, UMC employees shall be eligible to participate following the plan document participation provisions and upon adoption and approval of the plan by the Board of Hospital Trustees.
5. If the University Medical Center determines that it is not feasible to participate in the approved Clark County plan, then the University Medical Center shall have ninety (90) calendar days from the date of full ratification and approval of the Collective Bargaining Agreement between the SEIU, Local 1107 and the University Medical Center in which to recommend an Excess Deferred Compensation Plan to the Board of Hospital Trustees pursuant to the first paragraph of this Letter of Agreement.

LETTER OF AGREEMENT  
BETWEEN THE  
UNIVERSITY MEDICAL CENTER  
AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107  
ARTICLE 36, UNIVERSITY MEDICAL CENTER'S SUBSTANCE ABUSE POLICY

During the course of negotiations, the parties discussed their mutual recognition of the sensitivity pertaining to those employees seeking assistance under the auspices of the Employee Assistance Program, and the increased likelihood of employees seeking such assistance voluntarily as well as enhanced opportunities for success for those required to seek treatment which would result from the establishment of alternative treatment environment.

To that end, the parties agree to make available to employees seeking treatment/counseling under the auspices of the EAP, whether on a voluntary basis, or mandated basis the following options which shall be communicated to the employee at the time they sign their Last Chance Agreement or voluntarily seek assistance.

1. At the time an employee signs a Last Chance Agreement, or otherwise voluntarily seeks assistance, they shall be advised that EAP counseling is available at off-site locations upon request.
2. Employees will also be advised at that juncture in time that in the event they have a bona fide conflict with UMC's EAP that would diminish the potential for successful treatment that, in such case an alternative EAP counselor, (outside UMC) shall be offered.
3. UMC's EAP will produce a brochure indicating paragraphs one (1) and two (2) above, which will be provided to affected employees and placed for general distribution at both on-site and off-site facilities.

**LETTER OF AGREEMENT  
BETWEEN THE  
UNIVERSITY MEDICAL CENTER  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107  
REGARDING COMMITTEES**

This will confirm the parties agreement with respect to those outstanding issues being submitted to committees of management and bargaining unit eligible employees to discuss and reach consensus on.

**1. Performance Appraisal Definitions Committee**

a. The purpose of the Performance Appraisal Definitions Committee shall be limited to review and comment on consistency and uniformity of definitions for the following terms found in Human Resources Procedure #6, Performance Review Program affecting merit increases under Article 15 of the Collective Bargaining Agreement:

- (1) rating of 1 is exceeds standard
- (2) rating of 2 is meets standard
- (3) rating of 3 is partial compliance
- (4) rating of 4 is does not meet standard

b. It is acknowledged by the parties that UMC and the Union have previously met and created performance factors and standards and this committee is a continuation of that process to create definitions for the above ratings.

c. Committee membership shall be limited to two (2) members from the bargaining unit, with the President of the union as one of the bargaining unit members, and two (2) members from management, with the Compensation Manager as one of the management representatives. Each party shall thereafter appoint the second member.

d. In order to further the purpose, the parties agree that the committee shall be established within sixty (60) calendar days from ratification and approval of this agreement.

e. The committee shall meet as often as mutually agreed upon by the members.

f. The committee shall forward their recommendations pertaining to these definitions to the chief executive officer for approval. Unless mutually and jointly agreed, in writing, in a single document, signed by both parties, it is understood and agreed that neither party may compel the other to engage in formal negotiations over the recommended definitions. If the discussions of the committee result in material alterations to compensation, the parties then agree to submit the changes for ratification of the membership and approval by the board of trustees.

**2. Standby pay/market review committee**

a. The purpose of this committee is to review standby pay as part of the total compensation package for classifications required to cover standby hours. The parties recognize that it is mutually beneficial that standby premiums, as part of the

associated benefits determining the total compensation package, be at market level for recruitment and retention purposes.

b. In order to further the purpose, the parties agree that a joint labor management standby pay/market review committee shall be established within sixty (60) calendar days from ratification and approval of this agreement.

c. The composition of this committee shall be inclusive of two(2) members appointed by the union and two (2) members appointed by management.

d. The committee shall meet as often as mutually agreed upon by the members.

e. These meetings shall be for the purpose of:

- (1) making arrangements to conduct a process by which a verifiable survey will be conducted to ascertain standby pay premiums; and all related economic benefits pertaining to total compensation levels, available in the Las Vegas healthcare and public employment markets;
- (2) review any information obtained through the survey process, and prepare a written report based upon the results of the survey containing all compensation related information;
- (3) the committee shall forward the written report, with recommendation, if any, to the chief executive officer of the medical center and the union executive director. The report shall not contain a recommendation to adversely affect any benefit related to compensation as provided in the collective bargaining agreement.
- (4) within thirty (30) calendar days from the receipt of the report, the chief executive officer shall respond to the committee as to the medical center's disposition on any such recommendations contained in the report.
- (5) unless mutually and jointly agreed, in writing, in a single document, signed by both parties, it is understood and agreed that neither party may compel the other to engage in formal negotiations over the recommendations in the report.

**LETTER OF AGREEMENT  
BETWEEN THE  
SERVICE EMPLOYEE'S INTERNATIONAL UNION, LOCAL 1107  
AND THE  
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
ARTICLE 21 AND 37**

The parties agree that certain vague and ambiguous language exist in Article 21, paragraphs (3) and (4) relating to the terms emergency illness or other emergency matters; and Article 37, Procedures Section, paragraph 2 as it relates to emergency or sudden illness which continues to generate grievances, and the parties wish to eliminate grievances relating to the issues attached to these terms; THEREFORE, the parties agree that this language shall be interpreted as follows in order to maintain a consistent rule that the employees, supervisors and managers will easily understand and apply:

1. In order to qualify for payment under Article 21, paragraph 3 and 4, or Article 37, Procedures paragraph 2 an emergency shall be defined as any unforeseen, unanticipated event which prohibits an employee from reporting for or completing his or her scheduled shift. Emergency situations are normally attached to events outside the control of the employee, including but not limited to, a water heater exploding, employee involved in a motor vehicle accident on the way to work, house fire and so forth.
2. In order to qualify for payment under Article 21, paragraph 3 and 4, or Article 37, Procedures, paragraph 2 a sudden illness is defined as an illness of the employee or dependent child or parent, which prevents the employee from reporting to for or completing his or her scheduled shift.
3. An employee is not required to provide all pertinent information to the supervisor or manager when calling off for any reason, however, they are required to provide enough information to allow the supervisor or manager 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. If an employee calls off between his or her last scheduled shift and next scheduled shift for an emergency or sudden illness, as described above, he or she may be eligible for payment from the appropriate leave accrual bank (providing the employee is benefitted and has the hours in the accrual bank).
5. If an employee calls off between his or her last scheduled shift and next scheduled shift and it is not an emergency or sudden illness, as described above, he or she shall not be eligible for payment regardless of how long in advance of the start of shift the employee reports off of work.