

Tentative Agreement

ARTICLE V – MEMBERSHIP

A. Association Security Requirement

As a condition of employment, within thirty-one (31) days after employment or within thirty-one (31) days after the execution date of this Agreement, whichever is the later date, each Nurse covered by the Agreement shall join and maintain membership in the Association or, at the Nurse's election, (1) pay monthly to the Association a service fee equal to the monthly dues paid by Association members or (2) pay monthly to a nonreligious charitable fund exempt from taxation under the Internal Revenue Code a sum equal to the monthly dues paid by Association members, such charitable fund to be designated in writing by the Nurse.

B. New Employee Notices

1. Meetings With New Hires

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A representative of the Association shall be permitted to meet with new hires/transfers to the Hospital during an in-person orientation day within the first week of their orientation. The Association representative will be given up to thirty (30) minutes if the new hire/transfer group has 10 nurses or less and up to one (1) hour if the new hire/transfer group has more than 10 nurses. Nurses at the conclusion of each New Employee Orientation session (first or second day) and after the end of the Nurses' shift. (If new Nurses are attending New Employee Orientation on Hospital property, then the Association representative may attend the event in person.) If the orientation session is completed before the end of the shift, the Association representative who is to meet with the new Nurses will be so advised, as soon as is possible once it is known that the session will end early. The Nurses also will be informed that an Association representative wishes to meet with them at the conclusion of the session. The purpose of such meeting is to explain the purpose and functions of the Association, to distribute copies of the Agreement and to get signatures on the Payroll Deduction forms.

2. Master Lists

~~Within thirty (30) days after the execution date of this Agreement, and each January and July thereafter, the Hospital will provide the Association with a master list of all employed Nurses who are covered by the Agreement giving the names, addresses, classifications,~~

~~unit, and dates of employment. The master list also shall contain the phone numbers of those Nurses who are covered by the Agreement who have authorized the Hospital to release their phone numbers to the Association.~~

3.2. Monthly Lists Reports

~~On or before the tenth-fifteenth (15th) of each month subsequent to the establishment of the master list, the Hospital will forward to the Association the following reports: names, addresses, classifications, and dates of employment of new Nurses and the names of Nurses who have transferred outside of the bargaining unit or who have been terminated. The monthly list also will include the telephone numbers of new hires and of Nurses transferring into the bargaining unit if the Nurse has authorized the release of her/his phone number. Authorization to release the Nurse's phone number shall be provided through a separate question contained on the Association's payroll deduction form.~~

- a. Master Employee Membership Report to include employee ID number, First Name, Last Name, Age, Phone Number, Address, Department, Job Name (e.g., Acute Care RN, Acute Care Charge RN, Acute Care Resident RN, etc.), Job Grade (e.g. SN I, SN II, SN III, SN IV, SN V), Step (1 – 12), Hourly Wage Rate, FTE (e.g., Full Time, Part Time, Relief 25%, Relief 20%, Casual Pool 15%, Casual Pool 0%), Working Hours Commitment, Work Shift, Core Leader, Original Hire Date, SRMH Hire Date, Service Award Date, Union Seniority Date, Step Entry Date
- b. Hire, Termination and Transfer Report (to include all Nurses entering or leaving the Union)
- c. Step Change Report (e.g. Step changes, job grade changes)
- d. Leave of Absence Report
- e. Name Change Report
- f. Departmental Change Report

3. Biweekly Reports

Every two weeks after the closure of the pay period, the Hospital will forward to the Association and dues report and limited membership report.

C. Payroll Deduction of Association Dues

1. **Written Assignment**

During the term of this Agreement, the Hospital will deduct Association membership dues, service fees, or charitable donations from the salary of each Nurse who submits an appropriate written authorization. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment or the termination date of this Agreement, whichever occurs first, and provided further, that it cannot be canceled during the fifteen (15) day period prior to such termination date.

2. **Remittance**

Deductions shall be made each pay period and remitted to the Association within fifteen (15) days.

D. **Nonpayment of Dues or Fees**

Nurses who refuse and/or fail to comply with the provisions of Section A of this Article shall, thirty (30) days following receipt of notification of default from the Association to the Nurse with a copy of such notice to the Hospital, be terminated upon written demand from the Association to the Hospital.

E. **Indemnification**

The Association shall indemnify the Hospital and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Hospital for the purpose of complying with the foregoing Section of this Article unless the Hospital was intentionally or grossly negligent.

F. **Nondiscrimination**

There shall be no discrimination by the Hospital against any Nurse on account of membership in or activity on behalf of the Association or any other conduct protected by the National Labor Relations Act, provided that such activity does not interfere with the Nurse's regular duties.

There shall be no discrimination by the Association or the Hospital against any Nurse or Nurse applicant because of an individual's sex (which includes pregnancy, childbirth, breastfeeding and related medical conditions), gender, gender identity, gender expression,

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sexual orientation, race, religious creed, (including religious dress and grooming practices), color, national origin (including certain language use restrictions), ancestry, physical handicap, disability (mental and physical including HIV and AIDS), medical condition (including cancer and genetic characteristics), genetic information, political affiliation, marital status, military and veteran status, or age, in accordance with Federal and State laws, where applicable.

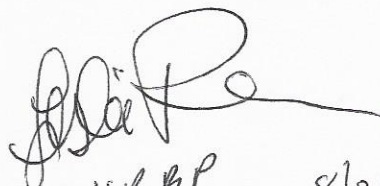

G. Mutual Assistance

In the application or administration of this Article, the Hospital and the Association shall have the right to call upon the other party for assistance in joint interpretation or discussion of any problem which affects a Nurse, a group of Nurses or the Hospital. Each party shall honor such request promptly and seek, in conjunction with the other party, a harmonious solution to such problems as may arise.

H. Negotiating Committee - Time Off

The Association may select no more than seven (7) Nurses covered by this Agreement to participate in the negotiation sessions with Hospital management. Upon being notified by the Association of the names of the Nurses selected, the Hospital will make every reasonable effort to assure that they receive time off from their regular schedule to participate in negotiation sessions scheduled in advance. Specifically:

1. For Nurses working the day or PM shift, the Hospital will attempt to grant the day or PM shift off on the actual day the negotiations are to be held; and,
2. For Nurses working the night shift, the Hospital will attempt to grant the night off immediately preceding the day of negotiations.


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