# Tentative Contract Agreement Summary

at Legacy Unity Center for Behavioral Health

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>HIGHLIGHTS</th>
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| **Article 1 – Recognition and Membership** | • Recognizes bargaining unit; includes .5 and below House Supervisors in the bargaining unit  
• A strong union where all bargaining unit RNs pay their fair share towards the cost of collective bargaining, contract enforcement, and representation |
| **Article 2 – Association Rights** | • Access to ONA staff in the public parts of the facility  
• Union bulletin boards in break rooms  
• Quarterly union meetings in facility conference room  
• 15-minute union New Employee Orientation  
• Release time for Stewards attending investigatory meetings |
| **Article 3 - Definitions** | • Extends preceptor pay to precepting newly assigned employees (charge, triage, and relief house supervisor) and removes requirement that Legacy preceptor training course be taken before eligible for preceptor pay  
• Provides that nurse resident fills only vacant position  
• Establishes on-call requirements for on-call nurses |
| **Article 4 – Equality of Employment** | • Non-discrimination based on age, sex, gender identity, race, creed, religion, color, national origin, marital status, sexual orientation, physical or mental disability, or veteran status  
• Non-discrimination based on union membership status and union participation |
| **Article 5 – Management Rights** | • Provides for Unity’s ability to manage Unity but does not waive employer’s legal obligation to bargain over changes during term of contract |
| **Article 6 – Corrective Action and Personnel File** | • Nurse access to personnel files  
• Just Cause for corrective action  
• Suspensions pending investigations to be paid admin leave  
• Advance notice of reports to OSBN  
• Discipline can’t be based solely on call light locator or video monitoring systems  
• Disciplinary notices removed from personnel files after 12 months with no further discipline |
| **Article 7 – Grievance Procedure** | • A grievance procedure to enforce the terms of the contract |
| **Article 8 – Hours of Work** | • Mandate for 15 minutes breaks every four hours  
• Minimum shift pay for mandatory staff meetings outside work hours  
• Non-attendance at voluntary departmental meetings not a basis for negative evaluation or discipline  
• Scheduling procedure and scheduled breaks with coverage |

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| Article 9 – Low Census | • 8-hour nurses can use APL without having to find coverage for two weekends per year  
• Protected number of otherwise unprotected absences that cannot be basis for discipline |
| Article 10 – Compensation | • Mandates following of Legacy policy  
• Contractual wage scale with transparency for all Unity RNs  
• Requires parity with Legacy Emanuel nurses for step schedule and cost of living increases |
| Article 11 – Holidays | • Recognizes current holidays  
• Provides for equitable distribution of other holidays designated by Clinical Practice Council |
| Article 12 – Annual Paid Leave | • Requires Legacy to follow Legacy policy  
• Requires Legacy to follow Legacy policy and requires 45 days notice of any changes |
| Article 13 – Employment Status | • Qualified, internal candidates to be considered first for open positions, promotions, and transfers within their same classification  
• Positions posted five days prior to filling a vacancy  
• Seniority rights and wage placement reinstated if a nurse returns to a bargaining unit position within 12 months  
• Layoff and recall in seniority order |
| Article 14 – Health and Welfare/Retirement | • Employer will follow Federal and State law for leaves of absence |
| Article 15 – Leaves of Absence | • Requires Legacy to follow Legacy policy and requires 45 days notice of any changes  
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| Article 16 – Professional Development | • Recognizes current holidays  
• Provides for equitable distribution of other holidays designated by Clinical Practice Council |
| Article 17 – Committees | • Requires Legacy to follow Legacy policy  
• Requires Legacy to follow Legacy policy and requires 45 days notice of any changes |
| Article 18 – Annual Paid Leave | • Employer will follow Federal and State law for leaves of absence  
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| Article 19 – Annual Paid Leave | • Requires Legacy to follow Legacy policy and requires 45 days notice of any changes  
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| Article 20 – General Provisions | • Mandatory and required education paid for if done off shift  
• PNCC recommendations for professional development opportunities  
• PNCC to receive copies of all requests for tuition reimbursement and conference attendance |
| Article 21 – Employment Status | • Establishes a Professional Nursing Care Committee (PNCC)  
• PNCC is nurse governed (6 bargaining unit members, 2 management), Chair is bargaining unit nurse  
• PNCC members paid to attend for two hours every other month  
• PNCC reviews and makes recommendations on workplace violence, training, education, and improvements to nursing care and practice  
• PNCC Chair meets with CNO monthly  
• PNCC review VIW data |
| Article 22 – Professional Development | • Two PNCC members sit on safety committee  
• EAP provided within 72 hours of workplace violence incident  
• Workplace violence training for all new hires and annually |
| Article 23 – Employment Status | • No strike or lockout during the terms of the contract  
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| Article 24 – General Provisions | • In case of merger or sale of Unity, new management must be notified of agreement  
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| Article 25 – Professional Development | • Provides rules for employees employed both in and outside of bargaining unit  
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| Article 26 – Employment Status | • Contract extends for three years, until September 2024  
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