

**ARTICLE 4
PER DIEM NURSE**

A. DEFINITIONS

1. This Article sets forth the terms and conditions of Per Diem Nurse employment. Requirements for maintaining Per Diem Nurse status are established by the University, and may vary at each location. Per Diem Nurses are those employed in University title codes 9119, 9121, 9122 and 9160, and 9114. Per Diem Nurses are neither career nor limited appointment nurses. Standards of the University's position descriptions must be met as follows:

9119	Per Diem Nurse - Clinical Nurse II
9121	Per Diem Senior Nurse Anesthetist - Senior Nurse Anesthetist
9122	Per Diem Nurse Anesthetist - Nurse Anesthetist
9160	Per Diem Nurse Practitioner - Nurse Practitioner II
9114	Per Diem Home Health Nurse - Home Health Nurse I

Per Diem Nurse work assignments add to or substitute for career and limited appointment nursing staff on a pre-scheduled basis or as needed on a day-to-day basis, as determined by the University. Per Diem Nurses may be scheduled or not scheduled, or called off from a pre-established schedule. Additionally, a Per Diem Nurse's eligibility for scheduling may be discontinued at any time at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement, except as set forth below in §B.2.

2. Per Diem Nurses are not eligible for shift differential or for benefits under Article 15, Benefit Coverage. However, Special Per Diem Nurses, as defined in §B.2. below, may participate in the pre-tax parking programs established at each location to the same extent as other employees. Per Diem Nurses are not eligible for paid time off such as vacation, sick leave, holidays, leaves of absence, or educational leave. Per Diem nurses shall be eligible for the certification differentials as defined in Article 40, § B and C. At the mutual agreement of the University and the Per Diem Nurse, her/his Per Diem Nurse status may be temporarily held in abeyance. The University will not unreasonably deny a Per Diem Nurse's request that her/his status be held in abeyance for family care purposes.

B. COVERAGE

1. Per Diem Nurses are covered by the following Articles of this Agreement: Article 1 - Recognition; Article 4 - Per Diem Nurse; Article 5 - Nondiscrimination in Employment; Article 7 - Practice Committee; Article 8 – Staffing; Article 11 - Work Rules; Article 12 – Performance Evaluation, §A., D., F.; Article 13 - Job Posting; Article 14 – Hours of Work, §A., B., C.3.c., D., E., G., H., I., J., K., L.; Article 16-Health and Safety; Article 29 – Access; Article 30 – Payroll Deduction For Union Dues and Agency; Article 31 - Nurse Lists and Distribution of Materials; Article 32 - Leaves of Absence for Union Business; Article 33 - Management Rights; Article 34 – Indemnity; Article 35 - No Strikes; Article 36 – Severability; Article 37 – Waiver; Article 38 – Duration; Article 39 - Release Time for Bargaining; and the related portion of Article 40 – Compensation. Per Diem Nurses and Special Per Diem Nurses may use the grievance and arbitration procedures of this Agreement only with respect to alleged violations of those Articles by which they are covered.
2. **Special Per Diem Rights**
 - a. Effective January 1, 2001, Articles 26, 27, and 28 shall apply to any Per Diem Nurse as long as the following conditions are satisfied:

- 1) The Per Diem Nurse has worked 1000 hours (750 hours for Student Health Center Per Diem Nurses) exclusive of overtime hours in a rolling 12-month period; and
 - 2) The Per Diem Nurse provides the University with a commitment to work at least 50% time.
 - 3) Per Diem Nurses meeting the conditions in §B.2.a.1) and §B.2.a.2) above shall not be subject to discipline or removal from scheduling without just cause. However, failure to comply with minimum scheduling requirements may result in release from employment at any time at the sole discretion of the University and without access to Article 26.
- b. In the event a Per Diem Nurse rescinds his/her 50% work commitment, or fails to work 50% or 1000 hours (750 hours for Student Health Center Per Diem Nurses) as scheduled within a 12-month period, s/he waives her/his right to access to Articles 26, 27, and 28.

C. REPORTING

1. **Requirements** – Where required, the Per Diem Nurse shall call in to verify the availability of work prior to reporting for work. Where the Per Diem Nurse is not required to call in to verify the availability of work, the campus/Laboratory shall notify the Per Diem Nurse of the unavailability of work in advance of her/his scheduled report time by telephoning the Per Diem Nurse at the Per Diem Nurse's last known telephone number. It shall be the responsibility of the Per Diem Nurse to inform the University of any change of telephone number.
2. **Reporting Pay/Work** – A Per Diem Nurse who reports for work as scheduled without receiving prior notice that her/his assignment is not available, shall perform any nursing work to which s/he may be alternately assigned by the University, for the duration of the assignment. If no alternate work is available, the Per Diem Nurse shall be paid two (2) hours pay in lieu of work. In the event that the University has made reasonable attempts to notify the Per Diem Nurse of the unavailability of work, or where the Per Diem Nurse has not called in to verify the availability of work when required to do so, work or pay need not be provided.

D. MEAL PERIODS

Not more than one (1) 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 a nurse is required by the University to remain on the job at a work station. Whenever a nurse is permitted to perform work during a meal period, the meal period shall be considered time worked.

E. REST PERIODS

Time allotted for rest periods is limited to two (2) periods of fifteen (15) minutes during an eight (8) hour or a ten (10) hour shift, or three (3) periods during a twelve (12) hour shift.

F. PROFESSIONAL DEVELOPMENT

1. Per Diem Nurses are encouraged to pursue professional development and education in relation to their career in health care.
2. Per Diem Nurses shall be reimbursed for the costs of educational programs which are required and approved by the University. Time spent in such educational programs shall be considered time worked.
3. A Per Diem Nurse shall pay the same fees as other nurses at her/his campus/Laboratory for Continuing Education in Nursing courses sponsored by University hospital departments at her/his location.
4. A Per Diem Nurse may request paid educational leave from her/his nurse manager.

G. CONVERSION CREDIT ON HIRE INTO CAREER STATUS APPOINTMENT

1. Per Diem Nurses who have worked at least sixty (60) shifts in the six (6) months immediately prior to receiving a career appointment in the same area, will have three (3) months credit applied against the continuous service requirement for completion of the probationary period. Further, evaluations conducted during Per Diem status, or other information obtained by University management, may serve in lieu of the three (3) month probationary period evaluation.
2. A Per Diem nurse who converts to career status after May 1, 2002 will receive seniority credit for per diem service solely for the purposes of determining order of layoff. The nurse's date of hire for seniority purposes will be adjusted according to the number of hours worked as a per diem as a percentage of full time service based on 2088 hours per year. However, the period of per diem service to be considered will be limited to twenty-four (24) months prior to the date of conversion. (For example: Total Per Diem Hours divided by 2088 hours equals ___% multiplied by 365 days equals the days of seniority adjustment.)

H. PREMIUM PAY FOR WORK ON SPECIFIED HOLIDAYS

A Per Diem Nurse who works on Thanksgiving Day, Christmas Day, New Year's Day, Fourth of July, Labor Day, Memorial Day, Martin Luther King Jr. Day, December 24 shall be paid at the rate of time and one-half (1 ½ X) the regular rate of pay for the hours actually worked.

I. WORKERS' COMPENSATION

A Per Diem Nurse who is injured on the job may apply for Workers' Compensation.

J. PER DIEM RIGHTS (UCSF only)

In addition to the rights guaranteed to Per Diem Nurses under this Article, Per Diem Nurses hired from UCSF Stanford in connection with the dissolution of UCSF Stanford Health Care clinical operations shall be granted just cause as defined in Article 26, and enforcement of the right in Articles 27 (Grievance Procedure) and 28 (Arbitration) for the duration of this Agreement. A nurse who does not meet the minimum scheduling commitment shall not have access to Article 26, Corrective Action, Discipline, and Discharge, and may be released at the sole non-grievable discretion of the University.