

SEPTEMBER 16, 2015 – SEPTEMBER 30, 2017

AGREEMENT BETWEEN

SANTA ROSA MEMORIAL HOSPITAL

AND

STAFF NURSES ASSOCIATION OF

SANTA ROSA MEMORIAL HOSPITAL

TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE I – RECOGNITION	1
ARTICLE II – RIGHTS AND RESPONSIBILITIES	1
A. Assignment of Nurses	1
B. Temporary Assignments	2
C. Supervision for Certain Assignments	3
D. Resolution of Disputes	3
ARTICLE III – MANAGEMENT RIGHTS	3
ARTICLE IV – COVERAGE	4
A. Covered Positions	4
B. Removal of Covered Positions	4
ARTICLE V – MEMBERSHIP	4
A. Association Security Requirement	4
B. New Employee Notices	5
C. Payroll Deduction of Association Dues	6
D. Nonpayment of Dues or Fees	6
E. Indemnification	6
F. Nondiscrimination	6
G. Mutual Assistance	7
H. Negotiating Committee - Time Off	7
ARTICLE VI – CATEGORIES OF NURSES	7
A. Regular, Temporary, Relief and Casual Categories	7
B. Change In Category Status	15
C. Process for Change of Category	16
D. Nurses Retained from External Staffing Sources	17

ARTICLE VII – COMPENSATION..... 17

- A. Salaries..... 17
- B. Shift Differential..... 22
- C. Relief At Higher Classification..... 23
- D. Standby And Call Back Premium..... 24
- E. Call-In-Pay..... 24
- F. Working Lower Paid Shift..... 25
- G. Compensation for Extra Shifts..... 25
- H. Implementation of Increases in Compensation..... 26
- I. Lead Nurse..... 27
- J. Registered Nurse First Assistant..... 27
- K. Preceptor Differential..... 28
- L. Float Differential..... 28
- M. Resource Specialists..... 28
- N. Procedural Nurse Pay..... 29

ARTICLE VIII – HOURS OF WORK..... 29

- A. Definitions..... 29
- B. Daily and Bi-Weekly Overtime..... 29
- C. Weekend Work..... 31
- D. Posted Schedules..... 31
- E. Flexible Staffing..... 31
- F. Shift Reassignments..... 32

ARTICLE IX – EMPLOYEE BENEFITS, PTO, VACATION SCHEDULING 33

- A. Paid Time Off..... 33
- B. Working on Recognized Holidays..... 37
- C. Voluntary Short-Term Disability Insurance..... 38
- D. Absence and Tardiness..... 38
- E. Leaves of Absence..... 41
- F. Cross-training..... 48
- G. Group Health, Dental, Prescription Drug, and Vision Insurance Coverage..... 49
- H. Long Term Disability..... 53
- I. Group Life Insurance..... 54
- J. Retirement Plan..... 54

ARTICLE X - LIABILITY INSURANCE.....	56
ARTICLE XI - SENIORITY.....	56
A. Seniority Defined.....	56
B. Adjustment of Seniority Date and Breaks in Service.....	57
C. Probationary Status.....	58
D. Date of Hire.....	58
E. Benefit Date.....	58
F. Step Entry Date.....	58
G. Termination Date.....	59
ARTICLE XII - REDUCTIONS IN FORCE AND RECALL.....	59
A. Temporary Reduction In Force.....	59
B. Avoidance of Layoff.....	63
C. Procedure for Implementing Layoffs and Recall.....	64
ARTICLE XIII - JOB POSTING.....	68
ARTICLE XIV - PERFORMANCE EVALUATIONS.....	68
ARTICLE XV - ASSOCIATION PRIVILEGES.....	69
A. Visitation Rights.....	69
B. Bulletin Boards.....	69
ARTICLE XVI - PATIENT ADVOCACY.....	69
A. Conflicts of Opinion With Attending Physicians.....	69
B. Conflicts of Opinion Among Nurses.....	69
C. Reasonable Belief Regarding Imminent Risks.....	70
D. Issues Pertaining to Nurse Staffing.....	71
E. Patient Advocacy.....	76
F. Assistive Personnel.....	76
G. Use of Technology.....	77

ARTICLE XVII - ASSOCIATION/HOSPITAL COMMITTEES AND MEETINGS 77

- A. Professional Registered Nurses Committee..... 77
- B. Injury and Illness Prevention Program Committee..... 80
- C. Association/Hospital/Meetings 80
- D. Pay for Department Meetings 80
- E. Pay For Council/Committee/Task Force Meetings..... 80

ARTICLE XVIII - DISCIPLINE..... 81

- A. Grounds For Disciplinary Action..... 81
- B. Timing Of Disciplinary Action 81
- C. Suspensions..... 82
- D. Counseling and Disciplinary Probation 82
- E. Right To Association Representation 83
- F. Review of Personnel File..... 83
- G. Arbitrability..... 84

ARTICLE XIX - RESIGNATIONS AND TERMINATION NOTICE 84

- A. Notice Of Resignation..... 84
- B. Termination Notice 84

ARTICLE XX - GRIEVANCE AND ARBITRATION 84

- A. Grievance Defined 84
- B. Grievance And Arbitration Procedure 85
- C. Notices and Replies..... 86
- D. Representation..... 87
- E. Association and Hospital Grievances 87
- F. Time Limits..... 87
- G. No Strike or Work Stoppage..... 88

ARTICLE XXI - MINIMUM STANDARDS 89

ARTICLE XXII - NOTICES 89

ARTICLE XXIII - SAVINGS CLAUSE..... 89

ARTICLE XXIV - THE AMERICANS WITH DISABILITIES ACT 89

ARTICLE XXV - TERM OF AGREEMENT	90
ARTICLE XXVI - CONTENTS OF AGREEMENT.....	90
Appendix A – Side Letter Agreement – Lump Sum Bonus	91
Appendix B – Santa Rosa Memorial Hospital Wage Increases.....	92
Appendix C – Summary of Leaves of Absence.....	94
Appendix D – SRMH Clinical Ladder Performance Criteria and Clinical Ladder Evaluation Form.....	100
Appendix E – Nursing Departments	106
Appendix F – Scheduling Recommendations and Categories & Hours For Nurses	106
Appendix G – Side Letter Relief Nurse Group A and D	107
Appendix H – Lead Nurse Job Description	109
Appendix I – Pediatrics Department Side Letter	111
Appendix J – Safe Patient Handling/Work Environment	112
Appendix K – Side Letter of Agreement Benefit Changes.....	114

**AGREEMENT BETWEEN
SANTA ROSA MEMORIAL HOSPITAL
AND
STAFF NURSES ASSOCIATION OF
SANTA ROSA MEMORIAL HOSPITAL**

PREAMBLE

THIS AGREEMENT is made and entered into by and between Santa Rosa Memorial Hospital, hereinafter referred to as the "Hospital," and the Staff Nurses Association of Santa Rosa Memorial Hospital, hereinafter referred to as the "Association." Both parties recognize that it is to their mutual advantage and for the protection of the patients to have efficient and uninterrupted operation of the Hospital. This Agreement is for the purpose of establishing such harmonious and constructive relationships between the parties that such results will be possible.

It is the intent of the Parties to this Agreement that it shall remain in force and effect for its term, notwithstanding any sale or transfer by the Hospital to any other entity. This contractual obligation will be included in the terms of sale, merger or other transaction involving a change in Hospital ownership or management.

WITNESSETH

That the Parties hereto have agreed as follows:

ARTICLE I—RECOGNITION

The Hospital hereby recognizes the Association's right to bargain and act with respect to wages, hours, and other terms and conditions of employment for Registered Nurses, as hereinafter provided. The Association recognizes its professional obligation to assist the Hospital in maintaining the highest degree of professional standards and the highest quality of patient care.

ARTICLE II—RIGHTS AND RESPONSIBILITIES

A. Assignment of Nurses

The Hospital has the right and responsibility to assign Nurses, including the assignment of Nurses to other shifts or service areas as deemed necessary by the Hospital management to maintain adequate coverage of Nurses for the assurance of quality patient

care. In the exercise of its rights, however, the Hospital recognizes the responsibility of Nurses to their licenses and the assignment of Nurses to other service areas will be in accordance with Sections B, C, and D below.

B. Temporary Assignments

Nurses will be assigned only to areas, in which they are qualified, have received training, and have been properly oriented. However, a Nurse may be temporarily assigned to other areas under the following conditions:

1. In the event of an emergency

An emergency is defined as a sudden, unplanned occurrence such as, but not limited to, a major fire, epidemic, earthquake, etc., which results in a dramatic increase in patient census or increase in acuity of illness. All qualified Nurses will be called to work before a Nurse will be assigned outside her/his area of normal expertise. Consistent with patient care, the Hospital will use reasonable efforts to alleviate the staffing problems created by the emergency.

2. In order to fill vacancies in other service areas

A Nurse may be assigned outside her/his area of normal expertise (i.e., where she/he has not received training) in order to fill vacancies which occur in the regular functioning of the Hospital, such as absences of scheduled Nurses due to illness, a shortage of qualified Nurses in a service area, etc. In such situations, the Hospital will make every reasonable effort to secure other coverage; including calling all qualified Relief Nurses. A Nurse who floats (i.e., is assigned) to a department shall have been oriented to that department per Title 22 regulations. Orientation shall include but is not limited to a tour of the department and the identification to the floating nurse of the location of medications, supplies, equipment, and the disaster board.

A Nurse who floats into a department shall be subject to the process of competency validation for her/his assigned patient case. Department competencies are to be made available to the Nurse floating into the department and discussed between the Lead Nurse and the Nurse floating to the department to identify competency gaps. Prior to the completion of validation, of the competency standards for a patient care department, patient care assignments shall be subject to

the following restrictions:

- a. Assignments shall include only those duties and responsibilities for which competency has been verified by the floating nurse; and
- b. A resource nurse shall be assigned responsibility for those duties for which the floating nurse has not demonstrated competency; and
- c. Nurses assigned to “closed staffing” departments (e.g. CCD, Women and Children’s Services (including Peds), ED, Pre- and Post- Surgical Services, Endo, Surgical Services, Angiocardiology, PACU, ASC, Urgent Cares are not required to float.

C. **Supervision for Certain Assignments**

It is the Hospital’s intent that when temporary transfers to different service areas are made and the Nurse being transferred does not have current training or proper orientation, the Nurse will be assigned to work under the direct supervision of qualified personnel present at the station, so the Nurse will not have to work alone.

D. **Resolution of Disputes**

If a Nurse was required to work in another service area and believes that the conditions described above did not exist, she/he may request that a meeting between the Chief Nursing Officer (or designee) and the Association be held within one (1) day of the request (excluding weekends and holidays) to discuss the assignment. The Chief Nursing Officer’s designee (if appointed) shall hold a position of Director or equivalent. The purpose of such meeting is to determine the specific facts of the situation with the objective of settling the question. If it is not settled to the Nurse’s satisfaction, the Nurse may file her/his grievance within the twenty (20) day time period specified in the grievance procedure.

ARTICLE III –MANAGEMENT RIGHTS

The Hospital will retain and have exclusive right to exercise the customary functions of management, including but not limited to, the right to manage and control the premises and equipment; the right to select, hire, promote, suspend, discharge, assign, supervise and discipline employees; to determine and change starting times, quitting times and shifts; to transfer employees within departments and to other departments and other classifications; to determine

and change the size of, composition of and qualification of working forces; to establish, change and abolish its policies, practices, rules and regulations and to adopt new policies, rules and regulations; to determine and modify job descriptions 30 days notice will be given before job descriptions are changed), job classifications and job evaluations; to determine or change methods and means by which its operations are to be carried on including the right to subcontract; to assign duties to employees in accordance with the needs and requirements determined by the Hospital; and to carry out all functions of management - whether or not exercised by the Hospital prior to execution of this Agreement - subject only to provisions expressly specified in this Agreement. In the exercise of its management rights, the Hospital shall not act in a discriminatory, unreasonable or unfair manner.

ARTICLE IV –COVERAGE

A. Covered Positions

The Nurses covered by this Agreement are all Registered Nurses performing nursing services. Not included are Administrative, Executive, and Supervisory personnel having independent judgment and authority to hire, transfer, suspend, layoff, discharge, assign, adjust grievances or responsibly direct other employees, or to effectively recommend such action, or to determine personnel policies. The term “Nurse,” when used in this Agreement, shall refer to a Registered Nurse employed by the Hospital who is covered by this Agreement.

B. Removal of Covered Positions

The Hospital will not establish jobs or job titles for the mere purpose of excluding Nurses from the bargaining unit as identified above - it being understood and agreed, however, that said provisions will not limit the Hospital from the right to promote Nurses from the bargaining unit to existing or future jobs classified outside the bargaining unit. Based on such promotion, the employee will cease to be represented by the Association.

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**

A representative of the Association shall be permitted to meet with new Nurses on Hospital property at the conclusion of each New Employee Orientation session (first or second day) and after the end of the Nurses' shift. 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. **Monthly Lists**

On or before the tenth of each month subsequent to the establishment of the master list, the Hospital will forward to the Association the 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.

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 five (5) 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 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 sex, race, creed, color, national origin, physical handicap, 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.

ARTICLE VI – CATEGORIES OF NURSES

A. **Regular, Temporary, Relief and Casual Categories**

1. **Regular Nurses**

a. **Regular Full-Time**

Full-time Nurses are regularly scheduled to work seventy-two (72) hours up to eighty (80) hours in each fourteen (14) day pay period.

b. **Regular Part-Time (RPT) Nurses**

- (1) RPT – 4: Part-time Nurses who are regularly scheduled to work sixty (60) hours up to seventy one (71) hours in each fourteen (14) day pay period.
- (2) RPT – 3: Part-time Nurses who are regularly scheduled to work forty-eight (48) hours up to fifty nine (59) hours in each fourteen (14) day pay period.
- (3) RPT – 2: Nurses classified as RPT2 on the date of ratification of this Agreement, will continue to be in this classification until the Nurse(s) change to a different status.

2. **Temporary Nurses**

Temporary Nurses are employed by the Hospital to cover regular positions for a period not to exceed six (6) months. Temporary Nurses are entitled to holiday pay (for working a holiday), but to no other employee benefits. Temporary Nurses are not entitled to participate in the benefit plans set for the in Article IX, unless offering participation in a plan is required by law.

3. **Relief Nurses**

Relief Nurses are employed by the Hospital for coverage of regular positions when Regular Nurses are not available or in exceptional circumstances.

a. **Assignments**

All Relief Nurses will be assigned to a department or resource pool (after 1/13/2012) consistent with their competency and level of training, and will be called or scheduled for work on the basis of seniority, and will follow the procedure set forth in a. (1) and (2) below.

- (1) When the advance nursing schedule is being prepared, Relief Nurses will be scheduled for two (2) shifts a week, starting with the senior Relief Nurse. After two (2) shifts have been scheduled for each Relief Nurse, then any remaining work will be scheduled by seniority, starting with the senior Relief Nurse. This is subject to

the Relief Nurse's minimum availability schedule and the amount of work available. The schedule shall reflect the Relief Nurses availability for shifts not scheduled.

- (2) A Relief Nurse may, in order to maintain specialized skills, be assigned to a minimum of three (3) work shifts in each calendar quarter in each department where she/he is qualified, subject to the Relief Nurses' availability schedule.

b. **Availability Requirements**

- (1) The Hospital reserves the right to terminate a Relief Nurse's employment if she/he consistently does not comply with the minimum availability requirements listed below.
 - (a) **Relief Nurse Group B:** A Relief Nurse who chooses to work Category B will be required to work:
 - (i) Every other weekend; and
 - (ii) One (1) major and one (1) minor holiday each calendar year.

The Nurse must be available a minimum of four (4) shifts per month for departments that normally close on the weekend (e.g. Endo, Cath Lab, Outpatient). For departments that close on recognized holidays, the Nurse must be available for shifts one (1) day prior or one (1) day after one (1) major and one (1) minor holiday.

- (b) **Relief Nurse Group C:** A Relief Nurse who chooses to work in Category C will be required to work:
 - (i) Every other weekend; and
 - (ii) One (1) major and two (2) minor holidays each calendar year; and

- (iii) Five (5) shifts each four (4) week scheduling period (in addition to requirements set forth in (i) and (ii) above).

The Nurse must be available a minimum of four (4) times per month for departments that normally close on the weekend (e.g. Endo, Cath Lab, Outpatient). For departments that close on recognized holidays, the Nurse must be available for shifts one (1) day prior or one (1) day after one (1) major and two (2) minor holidays.

- (c) Relief nurses in Relief Groups B and C scheduled to work 12 hour shifts shall be required to be available no more than every third (3rd) weekend. In the event of extraordinary department needs (such as vacations, leaves, or vacancies, etc), a Nurse may be required to be available every other weekend, no more than two (2) four (4) week scheduling periods per calendar year.
- (d) In departments where Nurses are required to be on call, the shifts/hours a Relief Nurse participates in call coverage shall be counted toward the Relief Nurse's minimum availability requirement for each scheduling period.
- (e) Relief Nurses will be excused from the above minimum availability requirements if they are ill (except as provided in c (7) below, Standards for Absence) or on an approved vacation.
- (f) Each Relief Nurse shall, upon initial assignment as a Relief Nurse, indicate her/his preference for availability on either Thanksgiving or Christmas. Fifty percent (50%) of the Relief Nurses shall be available on Thanksgiving and fifty percent (50%) shall be available on Christmas, provided however any conflicts shall be decided by seniority. Holiday availability assignments shall be rotated between the two (2) major holidays each succeeding calendar year.

No Relief Nurse shall be required to be available to work on both major holidays in a calendar year.

- (2) The Relief Nurses' selection of groups, and changes in groups, shall be in accordance with the following:
 - (a) Nurses hired as Relief, or converted from Regular to Relief, may select either Group B or Group C.
 - (b) Relief Nurses designated as Group B who meet the availability requirements will be paid a differential of twenty percent (20%) above the base hourly rate in lieu of all fringe benefits. Relief Nurses designated as Group C who meet the specified availability requirements, will be paid a differential of twenty-five percent (25%) above the base hourly rate in lieu of all fringe benefits. In the event healthcare reform requires the hospital to provide medical benefits to Nurses covered by this paragraph, the Association agrees to discuss modification of the differential set forth herein.
 - (c) Relief Nurses may change groups, upon written request to their Director. Relief Nurses must give thirty (30) days written notice of their intent to change status and may not request a status change more frequently than four (4) times per calendar year.
- (3) Regular Nurses who wish to convert to Relief status and for Relief Nurses who wish to change their department and/or shift, the bidding provisions set forth in Article XIII will be followed.

c. **Availability Schedule**

- (1) Each Relief Nurse will submit an availability schedule twenty (20) calendar days before the first day of the ensuing four (4) week work schedule.
- (2) Advance scheduling will be done in order to grant Regular Nurses

requests in a timely manner. The Manager will have schedules available in the department ten (10) calendar days before the first day of the ensuing four (4) week work schedule.

- (3) If Relief Nurses have not been prescheduled they may cancel their availability up to eight (8) hours prior to the start of that shift.
- (4) When the Relief Nurse is scheduled she/he cannot cancel unless there is a replacement Nurse available.
- (5) The Relief Nurse must notify the Staffing Coordinator where and when she/he can be reached if she/he will be away from her/his phone for an extended period of time during the eight (8) hours prior to the shift.
- (6) When a Relief Nurse's availability schedule is submitted after the date required, in sub-paragraph one (1) above, the date of submission, not seniority, will be the determining factor in which the Relief Nurse will be scheduled to work.
- (7) **Standards for Absence**
 - (a) If a Relief Nurse is obligated to work every third (3rd) weekend and is absent on scheduled weekends in excess of two (2) weekends per calendar year, the Relief Nurse must substitute an alternate weekend or find a substitute.
 - (b) If a Relief Nurse is obligated to work every other weekend and is absent in excess of three (3) weekends, the Relief Nurse must substitute an alternate weekend or find a substitute.

d. **Cancellation**

If insufficient work requires cancellation of Relief Nurse(s), a senior Relief Nurse shall not be cancelled unless such Nurse has worked two (2) shifts each calendar week, provided the senior Relief Nurse has the skills and competencies required to work with the patient population on the unit. In the event the senior Relief Nurse has worked two (2) shifts in the

applicable calendar week, a junior Relief Nurse shall not be cancelled in lieu of the more senior Relief Nurse unless such junior Relief Nurse does not have the skills and competencies to work with the patient population on this unit.

e. **Vacation**

Each Relief Nurse who is obligated to work every third (3rd) weekend is entitled to pre-schedule two (2) available weekends per year for vacation, and each Relief Nurse who is obligated to every other weekend is entitled to pre-schedule three (3) weekends per year for vacation, subject to seniority. The request for vacation must be included in the Relief Nurse's availability schedule.

4. **Casual Nurses**

- a. Casual Nurses are used to supplement Registered Nurses in the Regular, Relief and Temporary categories. The purpose of this provision intent is to provide the Hospital with access to Nurses in the community who wish to continue Nursing but are unable to work on a regularly scheduled basis or are unable to commit to the standard minimum availability requirements of the categories' set forth in this Article, and to offer continued employment to Nurses who might otherwise be forced to resign because of these same schedule and availability problems.
- b. The Hospital will employ as Casual Nurses, Nurses desiring such employment, including those Nurses currently employed by the Hospital. Casual Nurses shall be subject to the terms set forth below:
- (1) Casual Nurses will be hired based upon the Hospital's evaluation of their abilities and on the Hospital's needs. A Casual Nurse employed as Staff Nurse I will be identified to the Manager/Lead Nurse in the department/shift to which she/he is assigned and will be given assistance by the Manager/Lead Nurse as needed to assure that the Casual Nurse is competent to fulfill her/his assigned duties and responsibilities.
 - (2) Casual Nurses shall be scheduled or assigned to work on an "as

available” or “as needed” basis.

- (3) The ROH Standard in effect as of the current Agreement is to be used for ROHs under this Agreement, including Casual Nurses.
- (4) Casual Nurse A: A Casual Nurse A must be available to work at least two (2) shifts in each three (3) month period. A Casual Nurse A is not entitled to pay in lieu of benefits and shall not be entitled to participate in the Hospital’s benefit plans, except as provided by law or the terms of a particular plan.
- (5) Casual Nurse B: A Casual Nurse B must be available to work at least ninety-six (96) hours in each six (6) month period. If the Casual Nurse B is ROH’d she/he will be credited for such hours.
- (6) A Casual Nurse B will be paid a differential of fifteen percent (15%) above her/his base hourly rate in lieu of all fringe benefits. In the event Health Care reform requires the Hospital to provide medical benefits to Nurses covered by this paragraph, the Association agrees to discuss modification of the differential set forth herein.
- (7) The Hospital reserves the right to terminate a Casual Nurse’s employment if she/he consistently does not comply with the minimum availability requirements listed above.
- (8) A Casual Nurse A may change to Casual Nurse B by providing a written request to her/his manager. A Casual Nurse B may not change to a Casual Nurse A status.
- (9) Newly hired Casual Nurses will receive one (1) year of seniority for every one (1) year of worked of Casual employment in the bargaining unit and will be on probationary status per Article XIC. Nurses reclassified as a Casual Nurse will retain her/his accumulated seniority and will accumulate additional seniority on the same basis.
- (10) A Casual Nurse will be hired or reclassified and move through the

salary range on her/his Step Entry date in accordance with Article XI and Article VII, Section A of this Agreement. Provided further, Casual Nurses will receive the applicable shift differential when working a PM or Night shift, will be covered by the overtime and scheduling provisions of Article VIII, A through F of this Agreement, and will receive Lead Nurse or relief in higher classification, when applicable.

- (11) The date a newly hired Nurse shall begin to be credited with employment toward eligibility for the retirement plan, PTO, health plan and educational leave, will be the date she/he becomes a Relief or Regular Nurse in accordance with such plans and/or policies as provided for in Article IX and in accordance with Article XI.
- (12) A maximum of three percent (3%) of the Hospital's paid Nursing hours in each calendar year will consist of Casual Nurse hours. Any increase in that percentage will be mutually agreed upon between the Association and the Hospital.

Except as specified in sub-paragraphs (1) through (12) above, all terms and conditions of the Agreement shall apply to Casual Nurses.

Twice a year the Hospital will provide the Association, at its request, with information as to the number of hours worked by Casual Nurses and RN hours worked during the preceding six (6) month period.

B. Change In Category Status

When a Nurse changes from one category to another, the Nurse shall be subject to the following terms and conditions:

1. **Full-Time To Part-Time, Or Part-Time To Full-Time**
 - a. Stay in same salary step;
 - b. Keep same Step Entry date for salary step progression and benefits;
 - c. Carry over fringe benefit accumulation to date of change; thereafter,

benefits are to be accrued in accordance with Article IX and Article XI.

2. **Full- or Part-Time To Relief**

- a. Stay in same salary step;
- b. Eligible for progression to next salary step on next Step Entry date provided that the Nurse has complied with the requirements of Section A-3-b of this Article.
- c. Pay out Paid Time off (PTO) accrual.

3. **Relief To Regular**

- a. Stay in same salary step;
- b. Eligible for progression to next salary step on next Step Entry date, provided that the Nurse has complied with the requirements of Section A-3-b of this Article.
- c. Relief Nurse's fringe benefit accumulation set forth in Section A above shall commence on the effective date of her/his change in status in accordance with the plans and/or policies as provided for in Article IX. However, a Nurse shall retain benefit accumulation provided such retention of such benefit accumulations is allowed under the terms of the plans and/or policies as provided for in Article IX and in accordance with Article XI.

4. **Temporary To Regular**

If, during the term of temporary employment or at the conclusion thereof, a Temporary Nurse moves to Regular Nurse status, service credit for probation and salary step progression will be retroactive to the date of her/his employment as a Temporary Nurse.

C. **Process for Change of Category**

- 1. A Nurse, upon written request to her/his Manager, may request to change her/his category, either to increase or decrease her/his hours. The Nurse shall make this request by submitting to her/his Manager and to Human Resources a completed

and signed Personnel Action Form (PAF), which shall include the nature and date of the request.

2. The Manager shall respond, in writing, to the Nurse within thirty (30) days of submission of the request by the Nurse. The decision whether to re-categorize the Nurse shall remain within the discretion of the Hospital. Responses to requests will include:
 - a. Approval of the request with an effective date, or
 - b. Denial of the request with an explanation of the criteria used to deny the request.

D. **Nurses Retained from External Staffing Sources**

It shall be considered a violation of this Agreement to schedule a Nurse retained from external staffing agencies (Agency Nurse) for any shift before scheduling Regular Nurses for their full-time or part-time commitment and before scheduling Relief/Casual Nurses for shifts for which they have submitted availability per Article VI A, 3 c. (1) and Article VI A, 4 b. (4). Nurses who do not submit timely availability as set forth herein shall not be entitled to displace a scheduled Agency Nurse. In the event that an Agency Nurse works a shift for which a Regular and/or Relief/Casual Nurse should have been scheduled for as set forth herein, such Nurse shall be paid in accordance with Article-VIII – Hours of Work. Shift Differentials will be paid in accordance with Article VII, Compensation.

ARTICLE VII –COMPENSATION

A. **Salaries**

1. **Salary Schedules**

Salary schedules and increase effective date(s) for Nurses covered by this Agreement are set forth in Appendix B, and become effective in accordance with Article VII, Section H.

2. **Hiring Rates**

a. **Staff Nurse I**

A Nurse with less than six (6) months of Registered Nurse employment

within the last three (3) years on a regular basis, as defined in Article VI-A-1, in an acute care facility accredited by the Joint Commission on Accreditation for Hospitals or Medicare Accreditation (Acute Care Facility) shall be hired at Staff Nurse I. The Staff Nurse I rate will be 95% of the Staff Nurse II, Step 1 rate. The Staff Nurse I will be moved to Step 1 of the Staff Nurse II rate upon satisfactory completion of the six (6) month probationary period.

b. **Staff Nurse II**

New Nurses with at least six (6) months Registered Nurse employment within the last three (3) years on a regular basis, as defined in Article VI-A-1, in an Acute Care Facility shall be hired as a Staff Nurse II.

- (1) A new Nurse who has Registry or Relief Nurse experience of at least one thousand (1,000) hours within the last three (3) years in an Acute Care Facility shall be promoted to Staff Nurse II, Step 1, after the completion of the probationary period if the Nurse is evaluated as competent or higher. The Nurse's verification of experience, as to the hours worked and the facilities for which she/he worked, must comply with paragraphs 2-c-(1) (b) & (c) and 2-c-(2), of this Section A.
- (2) If a Nurse is rehired after six (6) months or more have elapsed since the Nurse's last day of work at the Hospital, the Nurse shall be given credit for purposes of Staff Nurse I or Staff Nurse II, Step 1 placement, for the Nurse's prior Regular or Relief employment with the Hospital, provided that the Nurse had at least one (1) year of regular employment or at least one thousand (1,000) hours of Relief work within the three (3) years immediately prior to her/his rehire.
- (3) Section A-4 of this Article VII shall be applicable to Nurses with prior Relief or Registry experience, or who were rehired, in the same fashion in which it is applied to other Nurses.

c. **Salary Step Credit For Previous Experience**

- (1) For salary purposes only, newly hired Nurses are eligible to receive one salary step credit for three (3) years of previous experience within the last four (4) years prior to the date of employment at the Hospital, and two (2) salary steps credit for six (6) years of previous experience within the seven (7) years prior to the date of employment at the Hospital. The specifications regarding hiring step may be exceeded by hiring Nurses at the step that most closely reflects their years of nursing experience in a “like” or similar position. However: a Nurse hired at Step 5 will not be eligible for progression to Step 6 in the wage scale until she/he has completed ten (10) years service at the Hospital. Hiring at Step 6 and/or Step 7 is discouraged as this represents wage steps designed to reward longevity at the Hospital (10-20 years of service). If a Nurse is hired at Step 6 she/he will not progress to Step 7 on the wage scale until she/he has twenty (20) years of service at the Hospital. The following will govern whether a new Nurse’s prior experience is eligible for salary step credit under this provision:

(a) **Scheduled Hours of Applicable Experience**

At a minimum, the experience must have been on a permanent part-time basis of at least twenty (20) hours per week.

(b) **Nature Of Prior Employer And Employment**

The experience must have been as a Registered Nurse in an Acute Care Facility in a position similar to the position of employment at the Hospital. This shall not preclude the Hospital from paying a higher step or higher classification if the quality of experience or the qualifications of the newly hired Nurse justifies placement on a higher step.

(c) **Verification of Experience**

- (i) Satisfactory verification of previous experience must be submitted to the Hospital before any credit will be given for such experience. Credit for prior experience will be effective the first day of the pay period closest to the date such verification is received by the Hospital.
- (ii) The Hospital will attempt to verify the amount and type of experience listed by the Nurse on her/his employment application by contacting the prior employer directly. However, if the Hospital's initial inquiry to the prior employer does not provide satisfactory verification, the Nurse will be so informed, and the Nurse will be responsible for securing and submitting satisfactory verification to the Hospital prior to such Nurse receiving prior experience credit.

- (2) Until satisfactory verification of eligibility for prior experience credit has been received by the Hospital, the new Nurse will be hired and paid at Step 1 of the applicable salary range. When satisfactory verification has been submitted to the Hospital, salary credit will be implemented as set forth in Section A-2-c-(1)(c)(i).

d. **Nurses Who Were LVNs or OR Techs At The Hospital**

An LVN or OR Tech employed by the Hospital for at least one (1) year, and obtains a license as a Registered Nurse and is thereafter employed by the Hospital as a Nurse, the Nurse shall be paid as a Staff Nurse I unless this would result in a salary reduction. In such event, (1) the Nurse's salary shall remain the same as she/he received as an LVN or OR Tech, and (2) at the end of the six (6) months of employment as a Nurse, the Nurse shall be eligible for advancement to Staff Nurse II, Step 1; and thereafter, (3) the Nurse shall be eligible for progression through the remaining salary steps one (1) year after the preceding increase.

3. **Promotion to Staff Nurse III or IV and Wage Increases**

A Nurse will be promoted to Staff Nurse III or IV provided she/he was at least RPT-2 status or worked the equivalent number of hours. (MROHs, Relief cancellation of scheduled shifts, or approved leaves of absences, will not disqualify a Nurse).

A Nurse must meet or exceed all Staff Nurse II criteria for clinical knowledge/skills, communication skills and age specific and developmental needs of patients and families as determined by the Staff Nurse II job description/evaluation.

Nurses must meet regulatory standards for documentation including charting, establishing and updating care plans and patient education materials.

As clinical leaders, Staff Nurse IIIs and IVs share knowledge and skill by teaching and mentoring new and experienced Nurses and participate in the peer review process as requested by their manager/peers.

These requirements reflect a level of professionalism and are not meant to be in addition to specific performance criteria where they would duplicate such criteria. Staff Nurse IIIs and IVs are required to attend 75% of department staff meetings, provided at least two (2) meeting times are offered each month.

In order to qualify for promotion to Staff Nurse III or IV, Staff Nurses must complete three (3) leadership activities for Staff Nurse III and/or five (5) leadership activities for Staff Nurse IV for a period of six (6) months; document these activities on the clinical evaluation form; and verify the completion of activities with the Staff Nurses' Manager/Director. (See Appendix D for Clinical Ladder Performance Criteria.)

A Staff Nurse who is promoted to the Staff Nurse III/IV classifications will be placed at the same step in the Staff Nurse III/IV salary schedule that she/he held in the Staff Nurse II/III salary schedule. The Staff Nurse III/IV salary schedule shall contain seven salary steps (steps 2, 3, 4, 5, 6, 7 and 8). Each step shall be established at five percent (5%) above the monetary amount of the corresponding step of the Staff Nurse II/Staff Nurse III salary schedule. Staff Nurses on all shifts shall be eligible for promotion to Staff Nurse III/IV.

4. **Step Advancement**

Progression through each of the eight steps of the salary range is automatic.

Nurses hired as a staff Nurse I shall have their six (6) month probationary period credited for the purpose of step advancement/recognition described in a, b, c and d below.

a. **Step 6 Increase for 10 Years of Service**

Nurses who complete ten (10) years of service will be eligible to progress to Step 6 as of their Step Entry date.

b. **Recognition for 15 Years of Service**

Nurses who complete fifteen (15) years of service shall receive a check equal to the cost of a trip for two to Hawaii, pursuant to historical and customary Hospital practice (including transportation, lodging and \$500.00 spending money). This amount will be subject to Federal and State taxes. The value of the check (currently \$3,500.00 plus \$1,000.00 to cover taxes) shall be validated or verified by the Hospital and the Association each year by November 30 and the change in value, if any, shall be implemented January 1 for that calendar year.

c. **Step 7 Increase for 20 Years of Service**

Nurses who complete twenty (20) years of service will be eligible to progress to Step 7 as of their Step Entry date. Step 7 shall be two and one-half percent (2.5%) above Step 6.

d. **Step 8 Increase for 25 Years of Service**

Nurses who complete twenty-five (25) years of service will be eligible to progress to Step 8 as of their Step Entry date. Step 8 shall be two and one-half percent (2.5%) above Step 7.

B. **Shift Differential**

1. The Hospital will pay a shift differential of nine percent (9%) of the Nurse's Staff Nurse I, II, III, or Staff Nurse IV base hourly rate for the P.M. shift. A shift differential of twenty five percent (25%) of the Nurse's Staff Nurse I, II, III, or

Staff Nurse IV base hourly rate for the Night Shift.

2. Except for PTO, non-worked time such as training, meetings, compassionate leave, Jury Duty, and court appearances, are not eligible for shift differential pay.
3. A Nurse working in a designated variable shift position will be paid for PTO at her/ his base hourly rate plus the blended shift differential designated PTO for that Nurse's position. The blended shift differential for such positions shall be based on either (a) the hours regularly worked by the Nurse during her/his shift (e.g. 11:00 a.m. to 7:00 p.m.), or (b) the hours regularly worked by the Nurse rotating between two different shifts (e.g. P.M.s/Nights). The Nurse or her/ his manager may request a shift reclassification on a quarterly basis.
4. A Nurse assigned by the Hospital to a regular eight (8) hour day shift which extends beyond 6:00 p.m. shall be paid the P.M. shift differential for the regular hours worked after 3:00 p.m. A Nurse assigned by the Hospital to a regular eight (8) hour P.M. shift which extends beyond Midnight shall be paid the night shift differential for the regular hours worked after 11:00 p.m.
5. If a Nurse works two (2) or more hours of overtime as an extension of her/ his regular straight time work hours at the Hospital's request to staff the next shift, overtime will be at the shift differential rate applicable to those overtime hours worked. No Nurse, however, will lose her/ his shift differential if requested to work the day shift as an extension of the night shift.
6. SN I's who orient on a different shift with a lower differential than the shift for which they were hired, will be paid the shift differential equal to the shift to which they were hired for all such orientation hours worked for a period of thirty (30) days. Following thirty (30) days, SN I's continuing orientation shall be paid the shift differential commensurate with the shift she/he is working. SN I's orienting to specialty departments (e.g. OR, CCD, ED) with extensive orientation (e.g. 90-120 days) will receive the shift differential commensurate with the shift she/he is working for the entire orientation.

C. **Relief At Higher Classification**

A Nurse temporarily assigned to a higher classification will receive the hourly rate for such higher classification at the corresponding step of her/his own salary range.

D. Standby And Call Back Premium

1. Nurses assigned to standby will be paid at the rate of \$26.50 per hour.
2. While a Nurse is receiving standby pay, the Nurse will not be eligible for callback pay for the same hours.
3. Time worked as “call back” from standby status shall be paid time and one half (1-1/2) the Nurse’s base hourly rate, including shift differential, if applicable.
4. Nurses called back shall be guaranteed two (2) hours of work or pay in lieu thereof.
5. Standby and/or call-back is not to be paid for overtime hours, and overtime hours will be paid in accordance with Article VIII. The only exception is that for OB, OR, ER, Angiocardiology, PACU, and Endoscopy Nurses, the following will apply: if the Nurse is prescheduled to be on standby, and the Nurse then works overtime hours within those prescheduled standby hours as a continuation of his/her regularly assigned shift, the Nurse will receive the call back premium described in paragraph D3 for all continuous hours worked. The call back minimum described in D4 shall apply.
6. A Nurse assigned stand-by on an observed holiday is eligible to take prescheduled PTO hours equal to the Nurse’s regularly scheduled shift (e.g., 8 hours PTO if the Nurse is regularly assigned to an 8-hour shift, etc.).
7. Nurses assigned to the EP Lab and ASC who work overtime in excess of one-half (1/2) hour as an extension of their regular shift shall be paid at the rate of one and one-half times (1 ½) their base hourly rate of pay, plus shift differential if applicable, for all such hours worked. The call back minimum described in D4 shall apply.

E. Call-In-Pay

A Nurse called in by the Hospital to work on a non-work day shall be paid for the full shift where the Nurse is not called in sufficient time to arrive at her/his regular starting time, provided that the Nurse uses her/his best efforts to arrive on time, and actually arrives by no later than thirty (30) minutes after the start of the shift. If she/he is called after the start of the shift, she/he shall be credited with a maximum of thirty (30) minutes.

F. Working Lower Paid Shift

If a Nurse is regularly assigned to the night shift and works a P.M. or day straight-time shift, at the Hospital's request, the Nurse will receive the night shift differential for such shift. If a Nurse is regularly assigned to the P.M. shift and works a day straight-time shift, at the Hospital's request, the Nurse will receive the P.M. differential for such shift. This paragraph will apply to 12-hour shift Nurses (e.g., 7 p.m. to 7 a.m) who work a 12-hour shift consisting of day and P.M. hours at the Hospital's request. These Nurses will continue to receive their P.M. and night differential for all such hours.

G. Compensation for Extra Shifts

Compensation for Extra Shifts (CES) is a mechanism to reimburse regularly scheduled Nurses for working shifts in addition to their regularly scheduled shifts. These extra shifts assist the Hospital during periods of high census, high acuity, and when specialty skills are needed. CES must be authorized by the Department Manager or Shift Administrator and approved by the Department Director. CES is authorized only after the master schedule has been posted and when other means of staffing have been exhausted.

Program Description

1. Nurses shall receive time and one-third of their base rate of pay for extra shifts worked in excess of 48 hours in a fourteen (14) day pay period prorated in two (2) hour increments on shifts of four (4) hours or more. Benefited Nurses who do not meet the 48 hour eligibility requirement will receive an extra \$100.00 for day shift, \$110.00 for pm shift and \$125.00 for night shift per eight (8) hour shift, prorated in two (2) hour increments for shifts of four (4) hours or more.
2. If a Nurse is authorized for CES on a holiday, as set forth in Article IX-B-1, she/he shall receive two (2) times the Nurse's base rate of pay.
3. If a Nurse works eight (8) hour shifts and is authorized to work a CES shift which is the 11th (or more) full shift worked in a pay period, she/he shall be compensated at two (2) times the Nurse's base rate of pay for all hours worked on the 11th (or more) shift. If a Nurse works twelve (12) hour shifts and is authorized to work a CES shift which is the 4th full shift worked in a work week, she/he shall be compensated at her/his base rate of pay for the first four (4) hours of the 4th shift

and two (2) times her/his base rate of pay for any time thereafter. If a Nurse works twelve (12) hour shifts and is authorized to work a CES shift which is the 5th (or more) full shift worked in a work week, she/he shall be compensated at two (2) times her/his base rate of pay for all hours worked on the 5th (or more) shift. If a Nurse works ten (10) hour shifts and is authorized to work a CES shift which is the 5th (or more) full shift worked in a work week, she/he shall be compensated at two (2) times her/his base rate of pay for all hours worked on the 5th (or more) shift.

4. A Nurse on a CES shift shall be MROH'd according to Article XII-A of the Agreement.
5. The following shall be included in the 48 hours requirement for CES eligibility:
 - a. Pre-scheduled PTO
 - b. MROH
 - c. State and Federally mandated leaves including Compassionate Care Leave.
 - d. Pre-scheduled Continuing Education Leave
6. Short-term personal leave does not count towards CES eligibility.
7. Extra shifts for staff convenience disqualifies the Nurse(s) from being offered a CES for those shifts.
8. On-call time does not qualify for CES.
9. A Nurse must work all scheduled shifts during a pay period in order to be eligible for CES pay during that pay period, unless one (1) or more of such shifts fall within one (1) of the conditions for CES eligibility outlined above.
10. PTO shall continue to accrue for all shifts for which CES is paid including the shifts referred to in #2 and #3 above.

H. Implementation of Increases in Compensation

All increases in compensation (across-the-board salary increases, merit or special merit

salary increases, shift differential, salary step credit, standby and call back pay, overtime pay, etc.) shall be implemented on the effective date of the increase.

I. Lead Nurse

1. The Lead Nurse will be a member of the Association and shall be covered by the terms of this Agreement. The position shall be posted and filled according to this Agreement. The number of hours and positions will be determined by the Hospital.
2. The Lead Nurse will assume responsibility for clinical oversight of the unit where she/he works, consistent with the Lead Nurse job description.
3. The Lead Nurse will be paid a six percent (6%) differential above his/her base rate of pay.
4. In the event a regular Lead Nurse is not working, a relief Lead Nurse shall be appointed, if needed, based on his/her ability to perform the Lead Nurse functions. Relief Lead Nurse shall be paid the same six percent (6%) differential above his/her base rate of pay for all hours worked as a Lead Nurse.
5. The Hospital also agrees that a Lead Nurse's functions cannot be such that, in the aggregate, such functions would result in the Lead Nurse being a supervisor for purposes of the National Labor Relations Act.
6. Both parties recognize that Managers may perform patient care or clinical functions on a regular basis, and the performance of this work will not be a violation of the Agreement. There will be a maximum of one Manager performing clinical functions per work shift in a department (e.g., regular patient assignment or performing lead functions). Additional Managers, however, may work in the unit to perform preceptor/education functions, or if additional staffing requirements remain and Nurses are not available to work. The assignment of additional Managers shall not result in ROHing of qualified Staff Nurses.

J. Registered Nurse First Assistant

A Nurse who is certified as a Registered Nurse First Assistant (RNFA) will be paid a differential of twenty percent (20%) of her/his base rate of pay, for time spent working in the capacity of an RNFA. Two (2) hours minimum pay is required when the Nurse is

scheduled to perform as an RNFA. Call is not required as a provision of this Agreement for the RNFA capacity.

K. Preceptor Differential

A Nurse shall receive an additional \$15.00 for each eight (8) hour shift, \$18.75 for each ten (10) hour shift and \$22.50 for each twelve (12) hour shift when she/he is designated to serve as Nurse Preceptor. The Nurse Preceptor Differential will not be available to Staff Nurse III or IV's who undertake preceptor responsibilities as one of their leadership criteria.

L. Float Differential

Nurses who float from their home department shall receive a float differential of five percent (5%) above the Nurse's base rate of pay for all hours worked while floating.

The five percent (5%) Float Differential will apply when a Nurse is temporarily assigned to work outside of her/his regular department in order to fill vacancies that occur in the regular functioning of the Hospital. (See Article II B.2.)

The five percent (5%) Float Differential will not apply when the Nurse temporarily assigned to work outside of her/his regular department is cross trained to the department to which she/he would be assigned.

Departments are defined in Appendix E.

M. Resource Specialists

The Resource Specialists in the Operating Room will be compensated at a twelve dollar (\$12.00) differential per eight (8) hour shift, fifteen dollars (\$15.00) differential per ten (10) hour shift and eighteen dollars (\$18.00) differential per twelve (12) hour shift above her/his base rate. Resource Specialists are: Neuro Surgery, Trauma/Vascular/Laparoscopy, Cardiac/Pacemakers, GYN/GU/GI, Orthopedics (2), Ophthalmology, Breast Health and Center Core.

The Breast Health Resource Specialist will be paid at the above rate for shifts worked when there is a breast case performed on that shift.

N. Procedural Nurse Pay

Nurses working in GI, PACU/Recovery, Cath Lab nurses covering both the Cath lab and Interventional Radiology and the OR will be paid 5% above their base hourly rate for all hours worked in the procedural unit.

ARTICLE VIII –HOURS OF WORK

A. Definitions

1. “Workday” is defined as a twenty-four (24) hour period beginning at 12 a.m., 2 a.m., 8 a.m., 12 p.m., or 2 p.m. each day and ending twenty-four (24) hours thereafter. The Hospital has the right to assign or reassign the workday for each Nurse based on the regularly scheduled hours of each Nurse.
2. “Workweek” is defined as a seven (7) day period beginning on Sunday and ending on the following Saturday. The actual start of each workweek coincides with the start of the applicable workday.
3. “Pay period” is defined as a fourteen (14) day period beginning on Sunday and ending on Saturday. The actual start of each pay period coincides with the start of the applicable workday.
4. “Regular rate” is calculated according to applicable federal and state laws.
5. “Hours worked” means time spent in work-related activities. Hours worked does not include PTO, leaves of absence, or any other time away from the Hospital, regardless whether this time away from the Hospital is paid time.

B. Daily and Bi-Weekly Overtime

1. In general, Nurses covered by this Agreement work an 8/80 schedule.

Nurses assigned to an 8/80 schedule:

- a. Overtime is paid at one and one half (1 ½) times the Nurse’s regular rate in the following situations:
 - (1) For hours worked over eight (8) in a workday; and
 - (2) For hours worked over eighty (80) in a pay period.
 - b. Double time is paid at two (2) times the Nurse’s regular rate for hours worked over twelve (12) in a workday.
2. Nurses assigned to a straight time 10-hour schedule:

- a. Overtime is paid at one and one half (1 ½) times the Nurse's regular rate in the following situations:
 - (1) For hours worked over ten (10) in a workday; and
 - (2) For hours worked over forty (40) in a workweek.
 - b. Double time is paid at two (2) times the Nurse's regular rate for hours worked over twelve (12) in a workday.
3. Nurses assigned to a straight time 12-hour schedule:
- a. Overtime is paid at one and one half (1 ½) times the Nurse's regular rate for hours worked over forty (40) in a workweek.
 - b. Double time is paid at two (2) times the Nurse's regular rate for hours worked over twelve (12) in a workday.
4. Nurses will maintain their established 24-hour "Workdays" for calculating daily overtime, however, all hours worked in a given shift will be attributed to the Workday during which the initial in-punch for that shift takes place. For example, if an 8-hour Nurse has an established Workday of 12:00 midnight to 11:59 pm, and that employee works a 10 hour shift from 9:00 pm to 7:00 am, then all ten hours will be attributed to the previous 24-hour Workday when the 9:00 pm punch-in took place. In this scenario, the Nurse would be paid 8 hours of base pay, and two hours of overtime because all 10 hours are considered to have been worked in the previous 24-hour Workday. The purpose of this "In-Punch" calculation is to "pre-pay" hours worked from a subsequent Workday to a prior Workday in order to maximize the overtime earned and paid to a Nurse when crossing a day divide during a given shift. With the exception of call back, in the event a Nurse has punched out for more than two (2) hours all hours worked upon return will be considered a new shift for the purposes of calculating overtime. In addition, a break in a call back shift creates a new shift for purposes of overtime.
5. Any work time that qualifies as overtime pay under more than one of the above guidelines is paid only once. Example: A Nurse works nine, eight (8) hour workdays in a pay period, and then works nine (9) hours on the tenth workday. The last hour of work on the tenth workday qualifies as overtime because it exceeds eight (8) hours in a workday, and also exceeds eighty (80) hours in a pay period. Nevertheless, one (1) hour of overtime is paid, not two (2). Holiday and

other premiums voluntarily paid by the Hospital will be credited against overtime due as permitted by state and federal laws.

6. Under normal circumstances, Nurses are required to have the approval of their supervisors or designee prior to working overtime. On those occasions when an emergency arises and this is not possible, Nurses are required to report to their supervisor or designee the amount of overtime they have worked and the reason for having done so. The reason for having worked overtime must be documented.
7. The parties recognize that the Hospital has not imposed mandatory overtime on the Nurses. It is understood that the Hospital does not intend to impose mandatory overtime on the Nurses during the term of this Agreement. It is further understood by the parties that, under applicable law, mandatory overtime is a mandatory subject of bargaining.

C. Weekend Work

Since illness or injury to the patient is not determined by the day of the week, no distinction can or will be made with regard to Saturday and Sunday work schedules. It is considered that weekend work is part of the professional responsibility of the Nurse and it is expected that Relief Nurses will be available to work every other weekend in order to maintain adequate coverage for patient care.

D. Posted Schedules

It is the responsibility of the Nurse to check the posted schedule before days off. The posted schedule will not be changed with less than forty-eight (48) hours' notification to the Nurse, without the Nurse's agreement.

E. Flexible Staffing

1. The possible use of alternative straight time work schedules (for example, ten or twelve-hour shifts), including any necessary changes in the provisions of this Agreement, will be discussed between the Association and the Chief Nursing Officer, during the term of this Agreement at the request of either the Association or the Chief Nursing Officer. If a request is made, a meeting will be held within ten (10) calendar days unless the Association and the Chief Nursing Officer, agree otherwise. Both the Association and the Hospital will endeavor to resolve any

problems which exist concerning the feasibility, practicality, or cost of any proposed alternative work schedule. Alternative work schedules will be implemented only where the Association and the Hospital have reached written agreement. If the Hospital and the Association cannot reach agreement as to implementation, then the dispute shall not be subject to Article XX, Grievance and Arbitration.

2. As an exception to paragraph 1, the Hospital may offer Nurses a schedule which includes ten or twelve-hour shifts, and unless at least 80% of the Nurses voting in an affected department/shift vote in favor of such schedule, then it may be implemented for an individual Nurse only where the Nurse agrees to such schedule.

The Staff Nurses Association shall be advised of all such individual scheduling agreements at the time they are implemented.

3. Any Nurse working alternative shifts may, however, at his/her sole option, elect at any time to discontinue working alternative shifts and to revert back to eight (8) hour shifts. The only requirement is that at least four (4) weeks notice be given by the Nurse in order to allow the Hospital to change the schedule.
4. Nurses who convert from eight (8) hour shifts to alternative shifts after November 1, 2010 may request to discontinue working the alternative shifts and revert back to eight (8) hour shifts. The Hospital shall determine whether such request shall be granted based on staffing and operational needs at the time. The Hospital shall respond to such requests no longer than thirty (30) days after receipt.
5. Regular Nurses on 12-hour shifts shall be required to work no more than every third weekend. In the event of extraordinary (such as vacations, leaves and vacancies, etc.) department needs, a Nurse may be required to work every other weekend no more than two (2) four (4) week scheduling periods per calendar year.

F. Shift Reassignments

Temporary mandatory reassignment of Nurses to other shifts is discouraged. Toward this objective, the following restrictions will be followed:

1. If a temporary staff shortage exists on a shift, the Hospital will seek volunteers for such shifts from Regular and Relief Staff in that department.
2. Volunteers also will be sought from Relief and Regular Nurses assigned to other departments who have the necessary skills and who have previously indicated their availability for additional shifts.
3. If insufficient volunteers exist reassignment will be by seniority. In addition, (a) a Nurse cannot be reassigned for more than three (3) weeks in a twelve (12) month period without the Nurse's consent, and (b) a Nurse cannot be reassigned for less than one (1) week without the Nurse's consent.
4. Nurses shall receive time and one half (1 ½) the base hourly rate for shifts worked as a result of temporary mandatory reassignment to other shifts. This compensation applies to temporary mandatory reassignment of not less than one (1) week. This compensation also applies to voluntary temporary reassignment to another shift for more than one (1) week upon request by the nurse manager.
5. The Hospital may rely upon external staffing sources to cover temporary staffing shortages or needs, and as a means of reducing or eliminating reassignment, under paragraph 3 above, of Regular or Relief Nurses who have not volunteered for such shifts.
6. Specific procedural guidelines will be a subject for discussion between the Hospital and the Association. In addition, when it is anticipated that a future temporary shortage may occur in a particular department, potential resolutions and alternatives will be discussed between the Hospital and, the Association and by the Director/Manager with staff.

ARTICLE IX – EMPLOYEE BENEFITS, PTO, VACATION SCHEDULING

A. Paid Time Off

1. Eligibility-Paid Time Off

All Regular full-time and part-time Nurses are eligible to accrue Paid Time Off (PTO) in accordance with the provisions of this Section as of January 1, 2016.

2. Accrual-Paid Time Off

a. Regular full time and part time Nurses shall accrue the following amounts of paid time off:

- 0 – 4 Years of Service = 184 hours per year (Maximum PTO Accrual cap is 276 hours *)
- 5 – 9 Years of Service = 240 hours per year (Maximum PTO Accrual cap is 360 hours *)
- 10 – 14 Years of Service = 280 hours per year (Maximum PTO Accrual cap is 420 hours *)
- 15 + Years of Service = 280 hours per year** (Maximum PTO Accrual cap is 420 hours*)

*Maximum PTO cap is the maximum amount of PTO hours that a Nurse can accrue in their PTO accrual account. Once the Nurse has reached the maximum PTO accrual cap, the Nurse will stop accruing PTO until their PTO accrual balance is below the maximum accrual cap amount.

** All eligible Nurses with 15+ years of service as of December 31, 2015 will be grandfathered to accrue up to 312 hours per year (312 hours based on full-time eligibility – maximum accrual cap is 468 hours).

- **PART-TIME:** PTO days shown above are for full-time Nurses. Part-Time Nurses PTO days would be less if hours worked are less than full-time.
- **PTO CASH-OUT:** Nurses who elected in December 2014 to have a PTO cash-out in December 2015 will not be able to change these elections. If a Nurse does not have sufficient hours available in December for the PTO cash-out election, no cash-out will be paid.
- **ONE TIME PTO CASH-DOWN:** Nurses with existing PTO accrual balances over the new maximum accrual shall be cashed down to seventy-five percent (75%) below the accrual caps above so that such nurse will continue to accrue PTO.

b. All references to years of service or continuous years of service within this

and other provisions of this Agreement shall be measured as provided in Article XI, Seniority, and with any additional adjustments required by Article VI-B, Change in Category Status .

3. **Payment of PTO Taken During Employment**

For each hour of PTO taken, the Nurse will be paid her/his base rate of pay. Shift differential will also be paid in accordance with Article VII – Compensation.

4. **Maximum Accrual**

It is the intent of the parties for PTO to be taken periodically for rest and relaxation. For this reason, a Nurse's maximum PTO accrual shall be capped as set forth above. A Nurse may cash out up to 80 hours per year as long as such Nurse has a minimum of 80 hours in their PTO bank at the time of the cash out election period. The cash out election must be made at the end of the prior calendar year.

5. **Scheduling of PTO/Vacation**

- a. PTO may be requested in advance on a PAF, and approved in writing by the Nurse's Manager/Director, except for an emergency, illness, or other unusual circumstance.
- b. PTO may be requested for any day of the week.
- c. PTO may not be taken in increments of less than eight (8) hours, unless approved by the Nurse's Manager/Director, except for an emergency.
- d. Advance vacation requests are to be submitted by February 1, and the Hospital will post the vacation schedule by April 1. As an exception to this, Nurses who request a vacation for January, February, March or April will submit vacation requests by November 1 of the previous year. The Manager/Director will confirm the vacation schedule for these months on or before December 15.

If staffing and patient care requirements do not permit the approval of all requests for the same time period, then seniority shall be a determining factor within each department; provided, however, that (1) seniority can be exercised only once each calendar year and only for a maximum of four

(4) consecutive weeks, and (2) all Regular Nurses submitting request(s) by February 1 or November 1, whichever applies, will have one (1) request granted per calendar year in order of seniority, before a more senior Nurse has a second request granted. Also, with regard to requests submitted after February 1 or November 1, seniority is a determining factor, provided that a junior Nurse's request has not previously been approved.

The Hospital confirms that Nurses' requests for approval to use PTO are not to be denied by a department based upon budgeted non-productive hours.

- e. Nurses may take no more than five (5) days of PTO during their probationary period (four days for RPT 4, and three days for RPT 3, and two days for RPT 2, unless additional usage is approved by their Manager/Director.
- f. If a Nurse is scheduled off on a holiday, and the holiday falls on the Nurse's regularly scheduled workday, then she/he may take PTO or an unpaid day. Nurses who would otherwise be scheduled for work on a holiday in departments that are closed on observed holidays are not eligible for MROH on the holiday. If however, the department is closed for a day in addition to the observed holiday, Nurses who would normally be scheduled to work that day are eligible for MROH.
- g. PTO may be used, at the Nurse's option, in lieu of unpaid time where the Nurse is extra on her/his respective department and the Nurse cannot be utilized elsewhere to meet staffing needs.
- h. The Hospital will not cancel any approved PTO day off with less than forty-eight (48) hours advance notice, without the Nurse's agreement. Furthermore, where PTO of two (2) weeks or more (10 PTO days for full-time, 8 PTO days for RPT 4, or 6 PTO days for RPT 3, 4 PTO days for RPT 2) has been approved at least sixty (60) days in advance, at least thirty (30) days notice must be given before it may be changed unless cancellation is required by a catastrophe.

6. **Payment of PTO Upon Termination**

All PTO hours accrued but not taken shall be paid to the Nurse at the same time the Nurse receives her/his final paycheck. At the Nurse's option, the Hospital will pay such PTO in a separate check.

7. **PTO Revisions**

The topic of PTO may be a subject for discussion by the Association and the Hospital, at their scheduled meetings to discuss/resolve potential contract issues or problems.

B. Working on Recognized Holidays

1. **Recognized Holidays**

The following holidays shall be recognized:

New Year's Day – Minor
Martin Luther King Jr.'s Birthday – Minor
President's Day – Minor
Memorial Day – Minor
July 4th – Minor
Labor Day – Minor
Thanksgiving – Major
Christmas – Major

2. **Day Of Observance**

The Hospital will follow the State and Federal Uniform Holiday Laws. Therefore, the days officially adopted by the government for observing a recognized holiday will be adopted by the Hospital for actual observance of the holiday and for pay purposes.

3. **Working on Recognized Holidays**

Nurses who work on the nationally observed holiday shall receive one and one-half (1 ½) times their base rate of pay for all hours worked on recognized holidays as defined in paragraphs 1 and 2 above. Shift differential, if applicable, will be paid in accordance with Article VII, Compensation.

C. Voluntary Short-Term Disability Insurance

The Hospital will offer benefit eligible nurses a Voluntary Short-Term Disability Insurance (STDI) benefit effective November 1, 2015. Nurses STDI per paycheck costs will be determined during the enrollment period and will be based on the carrier premium rate and the Nurse's base earnings. The Nurse will have the option of purchasing a 65% or 75% VSTDI.

This STDI benefit will pay 65% or 75% of the nurses weekly base salary less income received from California SDI. Nurses who enroll during the initial enrollment period will be automatically approved. Nurses who choose to enroll during a later benefit open enrollment period will be subject to health evidence approval.

D. Absence and Tardiness

In the event a Nurse finds that she/he will be late for work or is unable to report for a scheduled shift, it is her/his responsibility to notify Nursing Administration (Manager/Director/Supervisor/Staff Coordinator, as applicable, and in accordance with Nursing Department requirements) as soon as possible prior to the beginning of the shift, giving the reason. Notice of at least two (2) hours prior to the start of the shift must be given unless emergency circumstances exist, and such circumstances are described. The notice, set forth herein, shall be given unless unforeseen and unavoidable emergency circumstances preclude such notice, in which case, notice shall be given as soon as possible.

1. **Absenteeism Standards**

a. **Definition**

Absenteeism is defined as the failure of a Nurse to report to work as scheduled, whether the time is paid or unpaid. However, this definition does not apply to approved time off (continuing education days, occupational injury or illness, jury duty, compassionate leave, unpaid LOA days, paid time off, and approved leave of absences).

Provided further, this definition does not apply in the following circumstances: (1) the failure of a Nurse to return to work, as scheduled, from approved time off; (2) fraudulent use or claim for paid or

unscheduled absences; (3) absence without notice; or (4) tardiness. These circumstances constitute grounds for disciplinary action, up to and including termination, without adhering to the procedures described below but are subject to the considerations set forth in the last sentence of Paragraph D above.

b. **Standards**

Absences are considered excessive if they are:

- (1) Six (6) or more occurrences in a one (1) year period.
- (2) Unscheduled occurrences which take place in a questionable pattern (e.g., concurrently with weekends, days off, holidays).

These Standards are guidelines. Each case must be considered on its own merits, taking into account the frequency, pattern, and amount of past absences, and any mitigating or other factors. Notwithstanding any other provision of this Section the Hospital is not required to consider the nature of the illness, or to prioritize among types of illnesses, when applying these Standards. However, if the nature of the illness indicates that the Nurse is medically unable to work, the case shall be considered on its merits as a non-disciplinary severance question and not a disciplinary issue. To maintain confidentiality, information as to the nature of the illness may be reported to Employee Health rather than to the Nurse's Manager/Director.

c. **Procedure**

The Association and the Hospital agree that the disciplinary process for absenteeism that exceed the Standard is as follows:

- (1) A verbal warning (informal counseling) will be given as the Nurse's occurrences approach six (6) in a year or occur in a questionable pattern.
- (2) A verbal warning with a Corrective Action Plan (CAP) will be issued after the Nurse's occurrences equal six (6) in a year or occur in a questionable pattern.

- (3) If there are further occurrences within the ninety (90) day period following the issue of a CAP, a Written Warning with a defined disciplinary probationary period not to exceed (90) calendar days will be issued and the disciplinary process will proceed as set forth herein.
- (4) If there are no occurrences during the ninety (90) day period following the issuance of a CAP and then the Nurse has three (3) absence occurrences within a ninety (90) day period before the Nurse has established a year of satisfactory attendance, a Written Warning with a defined disciplinary probationary period not to exceed ninety (90) days will be issued to the Nurse and the disciplinary process will proceed as set forth herein.
- (5) The number of absence occurrences is counted based on a rolling year. After the initial CAP is issued, the Nurses subsequent attendance is evaluated to determine compliance with the absenteeism standards. Thus the Nurse is not counseled repeatedly for previous absences that occurred before the first CAP was issued.
- (6) Related Policies
 - (a) Verification of illness may be required for paid or unpaid sick time, and the Hospital may require reasonable proof of illness or physical disability sufficient to justify the employee's absence from work for the period claimed, which may include, but is not limited to, medical verification from the Nurse's physician and/or a Hospital selected physician(s).
 - (b) Clearance to return to work shall be in accordance with the "Return to Work" provisions of the Hospital's policy.

At any point during the process described in paragraph 1-c above, a referral may be made to Employee Health for further clarification of the Nurse's medical history and ability. A Nurse also may be referred to Employee Health by the Hospital if the Nurse believes

that she/he has a contagious disease as described in paragraph 1-a above.

- (7) If a Nurse maintains satisfactory attendance for one year after an informal counseling session, formal interview (CAP), or written warning/probationary period, as applicable, the Nurse will be so advised, and the matter will be considered resolved. If the Nurse, after having achieved satisfactory attendance for less than one year, relapses into an excessive absenteeism pattern, the matter may be reopened, and the action will be determined by the facts of the individual case. However, the Hospital will not be required to “start over” under the procedures described in paragraph 3 above, except that a new probationary period will be required before any termination may occur unless the Nurse had been issued two (2) prior probationary periods for absenteeism.

E. Leaves of Absence

1. Types of Leave

A variety of paid and unpaid time off or leaves of absence are provided to meet different Nurse’s needs. Available leaves include:

- Compassionate Leave
- Medical (for employee’s own disability)
- Education Leave
- Extended Personal Leave (for extenuating circumstances)
- Family Care Leave (to care for parent, child, or spouse with serious health condition; or, for the birth, placement, or adoption of a child)
- Jury Duty Leave (for participation in state or federal jury duty)
- Military Leave (for service with U.S. armed services)
- Pregnancy Leave (for employee disability due to pregnancy or childbirth)

- Short-Term Personal Leave (ELOA for emergency absences)
- Workers' Compensation Leave (for employee disabilities due to on-the-job injuries or illness)

2. **Leave Provisions**

- a. Medical, Pregnancy, Workers' Compensation, Family Care, Military, and Extended Personal Leave, see Appendix C.
- b. Leave is defined to include paid and unpaid time off. Seniority is adjusted when the unpaid portion of the leave exceeds thirty (30) calendar days. In addition, during the unpaid portion of leave, no benefits are accrued, and health and life insurance go to a self-pay basis as of the first of the month following the start of the unpaid portion.

3. **Compassionate Leave**

Following completion of ninety (90) days of continuous employment, Nurses are eligible for five (5) days of compassionate leave (prorated for part-time Nurses) with pay, each calendar year for the terminal illness or death of a loved one.

4. **Jury Duty Leave**

a. **Compensation**

Nurses called for jury duty on a scheduled workday will receive the difference between jury pay and normal straight-time earnings. To receive jury duty pay, the Nurse must notify her/his Manager/Director as soon as she/he receives a jury duty summons (normally within 24 hours). The Nurse must provide the original receipt from the Jury Commissioner to her/his manager.

b. **Weekend Work**

In the event a combination of jury duty service and hours worked in the Hospital equal a normal forty (40) hour work week, the Hospital will use its best efforts to grant a Nurse the weekend off, if such Nurse is scheduled to work the weekend following jury duty service.

5. **Continuing Education Leave**

a. **Eligibility Criteria**

To be eligible for continuing education leave the Nurse must have completed ninety (90) calendar days of continuous employment.

b. **Usage of Continuing Education Leave**

- (1) Continuing education leave must be relevant to the Nurse's practice of nursing, and must:
 - (a) Be related to the scientific knowledge and/or technical skills required for the practice of nursing, or;
 - (b) Be related to direct and/or indirect patient care; and
 - (c) Learning experiences are expected to enhance the knowledge of the Nurse at a level above that required for licensure. Courses related to the scientific knowledge for the practice of nursing include basic and advanced courses in the physical, social, and behavioral sciences, as well as advanced nursing in general or specialty areas. Content which includes the application of scientific knowledge to patient care in addition to advanced nursing courses may include courses in related areas, i.e., human sexuality, death, dying and grief, foreign languages (conversational); therapeutic interpersonal relationship skills; pharmacology; and those related to specialty areas of nursing practice. Courses in nursing administration, nursing management, nursing education, nursing research, or other functional areas of nursing relating to indirect patient care are acceptable. Courses which deal with self-improvement, changes in attitude, financial gain, and those courses designed for lay people are not acceptable for continuing education leave.
- (2) Continuing Education leave can be used to attend courses,

institutes, workshops or classes of an educational nature, provided:

- (a) The Nurse applies in advance in writing specifying the course, institute, workshop, or class the Nurse wishes to attend, and if the program is not a Hospital-sponsored program, the Nurse shall supply a copy of the program brochure or course outline, whichever is available, with her/his request.
 - (b) The Nurse obtains written approval to attend; if the Nurse's request is received at least five (5) weeks in advance of the program date, at least three (3) weeks notice will be given if a continuing education leave cannot be granted.
 - (c) Continuing education leave shall be taken at the request of the Nurse when the Hospital, consistent with patient care and staffing considerations, can schedule such continuing education leave.
- (3) The Nurse may be requested by the Hospital to make a report on the course content.

c. **Payment for Continuing Education Leave**

- (1) All Regular Full-time Nurses shall be entitled to five (5) days continuing education leave based on full-time pay, and Regular Part-time Nurses shall be entitled to five (5) days leave with prorated pay. Such leave may be accumulated over a two (2) calendar years, however, Continuing Education Leave may not be used until it has been accrued.
- (2) If a Nurse requests approval to participate in a Hospital sponsored program for which continuing education credit is available, and which is otherwise eligible for continuing education pay under the above provisions, the Nurse's participation, if approved, shall be deducted from her/his paid continuing education leave bank when the Nurse participates on the Nurse's regularly scheduled work day(s).

d. **Mandatory Certifications and Recertifications**

- (1) A certification or recertification (e.g., ACLS, etc.) is “mandatory” when the Hospital requires that the Nurse have the certification or recertification as a condition of employment for obtaining a new position or as a condition of employment for retaining a current position. A “position” means the Nurse’s regularly assigned position.
- (2) Nurses in positions requiring mandatory certifications or recertifications will be paid for the training time required to obtain the mandatory recertification, as provided in section (6) below.
- (3) If a new mandatory certification is imposed for existing positions, then for Nurses already in those positions, the Hospital will pay for the training time required to obtain the initial certification as well as the training time required to obtain mandatory recertification.
- (4) In addition, Nurses will be reimbursed for attendance up to a maximum of \$175.00 for such mandatory certification or recertification programs, and the cost of text books required by the program. Submission of a receipt for the Nurse’s payment and evidence that the course was satisfactorily completed shall be required for reimbursement. If the Hospital elects to provide the mandatory certification or recertification program, Nurses will not be reimbursed for attendance at other alternative programs but the Hospital will waive for these Nurses any tuition it charges. Nurses will still be entitled to reimbursement for textbooks required by the Hospital.
- (5) If a Nurse is accepted for a new position (new hire, or current employee, applying for new position under Article XIII) that has a mandatory certification requirement, the Nurse is responsible for obtaining the initial certification on his/her own time, even if the Hospital allows the Nurse a period of time within which to obtain the certification.
- (6) Recertifications will be paid at the base rate for the following:

- (a) ACLS – Up to Eight (8) hours of classroom training time every twenty-four (24) months.
- (b) TNCC Up to sixteen (16) hours of classroom training time every forty-eight (48) months.
- (c) PALS/NRP Up to eight (8) hours of classroom training for PALS and up to four (4) hours of classroom training for NRP, every twenty-four (24) months.
- (d) Chemotherapy/Biotherapy 3 hours of training every twenty-four (24) months.
- (e) Third-Trimester Ultrasound one (1) hour of classroom training every twelve (12) months.
- (f) Nurses with less than full-time status will be required to attend classes and clinical sessions on regular days off, so replacement costs will not be incurred by the Hospital.
 - (i) Training time compensated by the Hospital will be at the Nurse’s base rate of pay. Such time shall not be counted as hours worked in determining overtime eligibility, and it shall not be charged against a Nurse’s paid educational leave.
 - (ii) Unless a Nurse is assigned to attend a particular training program/session by his/her Director/Manager, advance approval of time off is required.

e. **National Certification**

- (1) Nurses will receive \$250.00 annually for each calendar year for national certification/recertification for the following: CCRN, CCNS, CNRN, CPAN, CAPA, RNC, RNBC, CNA, BC, CEN, CNOR, CGRN, CRNI, CMSRN, CHPN, CNN, OCN, COPN, AOCN, ONC, CPN, CRRN, CRRN-A, CWOCN.

- (2) Additional certifications recognized by the American Board of Nursing Specialties and applicable to a current area of practice will be compensated
- (3) Nurses will provide verification of certification/recertification to be eligible to receive such compensation. Each year thereafter Nurses will provide verification of maintenance of certification/recertification. If the verification is acceptable, compensation will be provided on the anniversary date of the certification

f. **Mandatory Education**

- (1) Mandatory education is defined as any class or training session required by the Hospital or department.
- (2) If the Hospital requires a Nurse attend a class or training sessions, the Hospital will reimburse the Nurse for class attendance at her/his base rate of pay.
- (3) Nurses will not be expected to use continuing education leave for mandatory education.
- (4) Intra-Aortic Balloon Pump and Continuous Renal Replacement Therapy education and training are unit specific education, training, and skills which are covered under Mandatory Education. These shall continue to qualify under leadership activities in the Hospital's Clinical Ladder Performance criteria.

g. **Maximum Educational Leave**

Educational leave may be granted to a maximum of two (2) years. Such leave will only be granted for a course of study or educational pursuit which will significantly augment the Nurse's skills and/or knowledge within those disciplines directly related to employment or professional duties at the Hospital.

6. Short-Term Personal Leave

- a. Benefited Nurses with one (1) or more years of continuous service are eligible for five (5) work days per calendar year prorated, without explanation and without pay; the scheduling of such days shall be subject to advance approval by the Manager/Director. The Manager/Director shall make reasonable efforts to accommodate the Nurse's request, (which must be submitted no less than forty-eight (48) hours prior to the date requested) such as calling available Nurses as time permits, but such efforts will not require the Hospital reassign other Nurses, incur any additional cost, use relief coverage which could not be available at the start of the shift, etc. However, where a Nurse is faced with a serious unforeseen emergency (such as an accident, injury, or sudden illness of a child, that requires the personal presence of the Nurse), the circumstances shall be explained to the Manager/Director and the advance approval and scheduling requirement set forth in this paragraph shall be waived. If the Nurse's Manager/Director does not waive the advance approval and scheduling requirements when the Nurse believes that a serious unforeseen emergency exists, the dispute shall be immediately referred by the Nurse to the immediate supervisor of the Manager, Director, or shift Administrator, as applicable, for discussion and prompt resolution. This provision is intended to provide time off for serious unforeseen emergencies when needed.
- b. If flooding, earthquake or other natural disaster makes it infeasible for a Nurse to come to the Hospital, the Nurse will have the option of using an Emergency Leave of Absence or Paid Time Off (PTO). If an Emergency Leave of Absence is used, the day(s) will not be counted against the Leave of Absence days set forth above.

F. Cross-training

1. Cross-training is an opportunity for Nurses to increase their expertise and flexibility. Nurses requested to engage in cross-training shall be released from their regular duties for the purpose of such training and shall continue to receive their base rate of pay. Shift differential may also apply in accordance with Article VII – Compensation. Such time shall not be charged against a Nurse's continuing

education leave benefit. A reciprocal commitment from Nurses accepted for cross-training for transfer to another department may be a part of the Hospital's requirement when accepting individual Nurses request to cross-train. Where a proposed transfer will involve significant training time and costs (i.e. eight (8) weeks or more), the Nurse may be required to execute an agreement to work a specified period of time in the new department. In the event the Nurse does not complete the time period set forth in the agreement, the Nurse may be required to repay part of the training costs, as set forth in the Nurse's executed agreement. When more than one (1) Nurse is interested in cross- training, seniority shall be the determining factor provided the senior Nurse is qualified in the judgment of the Hospital, as determined by her/his skills, completion of any required prerequisites and demonstrated performance.

2. A Nurse who has been accepted for a position with a transfer to a department where: (1) she/he has cross-trained, or (2) she/he will require an orientation or training period which exceeds the orientation required for transfer from one (1) Medical-Surg unit to another, shall have the right to accept the first available opening to return to a Relief or Regular position, whichever the Nurse formerly occupied, in the Nurse's former department, and on the Nurse's former shift, without regard to the Nurse's seniority. The Nurse shall notify her/his current and former Director in writing, within three (3) calendar months from the date of initial transfer that the Nurse is accepting the first available opening, as described herein, which occurs or exists on or after the date the notification is received. The Nurse also shall be available to return to her/his former department within thirty (30) calendar days of the date of the first available opening. If the Nurse does not submit the required notification within three (3) calendar months of the date of her/his initial transfer, any subsequent return to the Nurse's former department shall be subject to the posting, bidding and seniority provisions of this Agreement.

G. Group Health, Dental, Prescription Drug, and Vision Insurance Coverage

1. Group Health and Prescription Drug Coverage

Effective January 1, 2016 the Hospital will provide group health and prescription drug coverage to eligible Nurses as set forth below. Eligible Nurses shall be offered an EPO and a PPO. The PPO will offer both an in-network and an out-of-network component.

Changes in Carriers, etc.

The organization (e.g., carrier, and/or third party administrator, etc.) or plan used to provide health, prescription drug, dental or vision coverage can be changed by the Hospital, provided that there is no substantial material change in the health, prescription drug, dental or vision benefits provided. Before the effective date of any such changes, there shall be discussions between the SNA and the Hospital for the purpose of fully informing SNA as to the changes and their elements.

A wellness program may be part of the overall medical plan. Participation in the wellness program will be voluntary.

2. **Vision and/or Dental Plan**

An eligible Nurse may elect coverage in the Vision and/or Dental Plan even if she/he is not covered by the Group Health Plan. The Vision and/or Dental Plan costs to Nurses shall be as follows:

7% employee premium contribution – Full Time

12% employee premium contribution – RPT 4

17% employee premium contribution – RPT 3

27% employee premium contribution – RPT 2

3. **Hospital and Nurse Contributions**

Each Nurse eligible for the Group Health, Vision and Dental Plan must elect during open enrollment periods, whether Group Health, Vision and/or Dental Plan coverage is desired. For a spouse, legally domiciled member or any other dependent to be enrolled in the Medical Program, Vision or Dental Plan, the Nurse also must be enrolled in that same Program or Plan.

4. **Legally Domiciled Member**

An eligible Nurse may include one (1) legally domiciled member and his/her dependent children (who meet the IRS definition of dependent) for the purposes of health, prescription drug, vision, and dental coverage.

5. **Eligibility and Contributions**

a. **Eligibility Period**

Group health, prescription drug, dental, and vision coverage is available to Full Time, Part Time and Per Diem Nurses on the first day of the calendar month following completion of thirty (30) calendar days of continuous employment.

b. **Full and Regular Part-Time Nurses**

Full-Time and Part-Time Nurses will contribute towards the monthly premiums for the health and prescription drug coverage they elect (i.e., employee only, employee plus spouse, employee plus child(ren), or employee plus family).

c. Effective January 1, 2016, monthly contributions towards EPO health and prescription drug premiums are the following:

- (1) A Full-Time Nurse's contribution shall be three percent (3%) of the premium for the coverage elected
- (2) A RPT 4/5 Nurse's contribution shall be eight percent (8%) of the premium for the coverage elected
- (3) A RPT 3/5 Nurse's contribution shall be eleven percent (11%) of the premium for the coverage elected
- (4) A RPT 2/5 Nurse's contribution shall be eighteen percent (18%) of the premium for the coverage elected

d. Effective January 1, 2016, monthly contributions towards PPO health and prescription drug premiums are the following:

- (1) A Full-Time Nurse's contribution shall be six percent (6%) of the premium for the coverage elected.
- (2) A RPT 4/5 Nurse's contribution shall be eleven percent (11%) of the premium for the coverage elected.

- (3) A RPT 3/5 Nurse's contribution shall be fourteen percent (14%) of the premium for the coverage elected.
- (4) A RPT 2/5 Nurse's contribution shall be twenty-one (21%) of the premium for the coverage elected.

e. Method of Payment

Nurse contributions shall be through payroll deduction, including periods of time during a leave of absence when they are receiving pay from PTO. Any Nurse's required contribution during unpaid status (or if a Nurse's net pay is less than the full contribution required) must be given by a direct payment to the Hospital no later than the end of the month prior to the month of coverage.

6. Enrollment and Election Options

- a. Newly employed Regular or Relief Nurses who desire coverage shall submit the appropriate elections, enrollment forms, and payroll authorizations within thirty (30) calendar days of the first day of work or coverage shall be deemed waived.
- b. Full and Part-Time Nurses who change to a relief status shall elect to continue or discontinue coverage prior to the change in status. If no such election is made, coverage shall be deemed elected on a full self-pay basis until the first day of the calendar month after the Hospital receives notification of cancellation from the Nurse discontinuing such coverage.
- c. Nurses enrolling in coverage under this article IX – G shall authorize the Hospital to deduct the cost of the bi-weekly premium in advance from the Nurse's paycheck immediately preceding the first day of the calendar month. Should the Nurse's pay not be sufficient to cover the required deduction, it shall be the responsibility of the individual Nurse to make full payment to the Hospital prior to the date the premium is due. Failure to pay when due shall result in coverage being automatically terminated and late payments, whether or not received the Hospital, shall not result in continued coverage. Such late payments shall be refunded to the Nurse.

- d. Nurses who waive or drop coverage may elect coverage at a later date, upon such terms and conditions, as may be legally required.

7. **Revisions to Monthly Contributions**

- a. The monthly contribution amount used for Nurses on leaves of absence, for Relief Nurses, and for determining the employee contribution under section G-5 above, will be adjusted upward or downward, effective July 1, based on the premiums charged to the Hospital by the healthcare provider. This procedure shall be followed every July 1.
- b. By no later than March 31st of each year, the Hospital shall inform the Association of any premiums for health, dental, drug, or vision coverage, which supports the Hospital's action in increasing, decreasing, or leaving unchanged the Nurses' monthly contribution.

H. **Long Term Disability**

The Hospital will continue to provide a long-term disability program (LTD). Core elements of the program are:

1. The basic plan to be Hospital paid for Regular Nurses. Coverage will be effective on the first day of the month following 30 days of employment.
2. Base benefit is 66 2/3% of the Nurse's straight-time rate at the time of disability based on work classification, including shift differential, if applicable. In calculating whether the 66 2/3% base benefit is being paid, contributions and benefits received from the Hospital, such as sick leave, and from other sources, such as State disability, Workers' Compensation, Federal disability, and Social Security will be included towards the base benefit.
3. Disability payments will commence after 120 days of continuous disability and will continue until the disability ends or until age 65, whichever occurs first. Regular Nurses' ability to buy additional coverage includes the ability of an individual Staff Nurse to purchase a shorter waiting period of 90 days and an \$8,000.00/month maximum.
4. A \$6,000/month maximum.

5. The Hospital has the option to select and/or change carriers, provided that the above core elements continue to be met.

I. Group Life Insurance

1. Basic Group Life

Nurses are eligible for basic group life insurance coverage. Coverage will begin the first day of the month following 30 calendar days of employment. Premiums for the basic group life insurance are paid entirely by the Hospital.

2. Supplemental Group Life

Nurses participating in the basic group life plan are eligible for participation in the supplemental group life insurance plan. Premiums for the supplemental group life plan are paid by the participant.

Nurses participating in the basic group life plan may choose to cover a spouse or a Registered Domestic Partner. Life insurance for dependent children of the Nurse may also be purchased. Premiums for such coverage shall be paid by the Nurse. All requirements subject to the plan document must be followed, which may include evidence of insurability.

J. Retirement Plan

1. Retirement Plan

a. Eligibility and Participation

Eligible Relief and Regular Nurses will be covered and participate in the St. Joseph Health System current or future Retirement plan (the "Plan") in accordance with the Plan's existing or revised provisions, terms and conditions. Relief and Regular Nurses will participate and receive Hospital contributions into the Plan based upon their completion of one (1) month of service. Participation in the Plan for employer contributions is open to Nurses who have attained age twenty-one (21) and completed one (1) year of service, with one thousand hours (1,000) of service, as defined by the Plan.

b. Revised Retirement Plan

1. Effective January 1, 2016, the Hospital will offer a 401(a) Plan. The Hospital will contribute for the nurses a percentage set forth below into the 401(a) Plan based upon the nurses eligible compensation.
 - 1-5 years of service = 3%
 - 6-9 years of service = 4%
 - 10-14 years of service = 6%
 - 15-19 years of service = 7%
 - 20+ years of service = 8%
 - (2) The Plan also includes a 401(k) component of the retirement plan, which works in conjunction with the 401(a) plan. Nurses are eligible after thirty (30) days of employment to make personal contributions to the 401(k) plan. The Hospital will match the first 2% of employee contributions to the 401(k) at a 50% rate after one (1) year of service.
 - (3) The Hospital's contributions will be vested in 20% annual increments over a five (5) year period, provided that the Nurse has worked 1000 hours per year each of the five (5) years.
 - (4) The Plan as outline above in will not change without the Association and the Hospital meeting to confer first. However, any revised or new Plan(s) shall not provide lower Hospital contributions into the core component than that which is set forth in this Agreement. The Association shall receive at least thirty (30) days notice of any material changes or revisions in current or new Plans being implemented.
- c. The Association's agreement to section I-1-a & b above is contingent upon any current or future Retirement Plan(s), or revisions to same,

meeting the requirements of ERISA and the IRS, and/or the requirements applicable to church plans.

2. **Social Security**

If the Hospital decides in the future that it wishes to withdraw from its current participation in the Federal Old Age and Survivor's Program (Social Security) for employees, the Hospital will so inform the Association so that mutual discussions can be held. Furthermore, the Hospital will not withdraw from Social Security during the term of this Agreement without the Association's concurrence.

ARTICLE X - LIABILITY INSURANCE

All Nurses covered by the Agreement are covered by malpractice insurance for activities falling within the scope of their employment with the Hospital. Premiums for such insurance are paid entirely by the Hospital.

ARTICLE XI - SENIORITY

A. **Seniority Defined**

Seniority is defined as the employee's continuous length of employment at the Hospital as a Staff Nurse I, II, III, IV or as a Lead Nurse, or in the prior Charge Nurse classification. It is achieved upon satisfactory completion of the probationary period and then is measured from the first day of work at the Hospital as a Nurse in the bargaining unit. The only two exceptions are that:

1. A Nurse employed in the bargaining unit, who has been employed by the Hospital outside of the bargaining unit in a registered nurse position with no break in service is subject to a one (1) year moratorium upon the use of her/his prior Hospital employment for the purposes of seniority under this Agreement (for reductions in force, recall, job bidding, vacation preference).
2. A Licensed Vocational Nurse or an Operating Room Technician employed by the Hospital who is then employed in the bargaining unit as a Registered Nurse, with no break in service, shall be credited upon completion of her/his Nurse probationary period with seniority (for reductions in force, recall, job bidding, vacation preference) for her/his continuous length of prior LVN or ORT employment by the Hospital.

3. For the purposes of salary step progression, fringe benefit eligibility and the rate of future accrual, reduction in force, recall, job bidding, and vacation preference within the Acute Rehab Unit, the Nurses assigned to the Acute Rehab Unit as of Jan. 22, 2003 shall retain their seniority earned prior to Jan. 22, 2003.

For the purposes of job bidding, vacation preference, reduction in force and recall of all other departments at Santa Rosa Memorial Hospital, the Nurses assigned to the Acute Rehab Unit, Skilled Rehab, Inpatient Behavioral health and Skilled Ortho Units as of Jan. 22, 2003 shall have a union seniority date of Jan. 22, 2003.

For the purpose of job bidding, vacation preference, reduction in force and recall, the nurses assigned to the Case Management Department shall have a union seniority date of August 29, 2001 unless the Nurse was previously employed at Santa Rosa Memorial as a Staff Nurse, in which case, the Nurse's union seniority date is determined by the remaining provisions of this Article.

B. Adjustment of Seniority Date and Breaks in Service

1. **Adjustment**

A Nurse's seniority and anniversary date for purposes such as salary step progression, fringe benefit eligibility and the rate of future accrual, reduction in force, and bidding on permanent vacancies shall be adjusted forward for the full period of the absence where the unpaid portion of a Nurse's leave of absence exceeds thirty (30) calendar days.

2. **Breaks in Service**

A Nurse's seniority will be broken, and any reemployment shall be as a new hire, if:

- a. The Nurse terminates through layoff and is rehired by the Hospital more than one (1) year later.
- b. The Nurse terminates voluntarily and is rehired by the Hospital in a bargaining unit position more than six (6) months later.
- c. The Nurse is terminated and the termination is not reversed through the Grievance and Arbitration Procedure (Article XX).

3. Union Seniority date is not adjusted for Workers' Compensation or Military Leaves of Absences as outlined in Human Resources Policies 5-90 and 5-50 respectively.

C. Probationary Status

All new Nurses shall serve a probationary period of six (6) calendar months. A probationary Nurse covered by this Agreement may terminate or be terminated without advance notice and without recourse to the Grievance and Arbitration Article of this Agreement.

D. Date of Hire

The date the Nurse first began working at St. Joseph Health or Covenant Health. In the event a Nurse is re-hired by St. Joseph Health or Covenant Health within six months after the last day worked, the Nurses' date of hire shall be her/his original date of hire.

E. Benefit Date

The date on which the employee is first hired, or changes to regular status.

1. The date is adjusted for:
 - a. Time spent as a Casual Pool employee
 - b. Unpaid portion of LOAs where the unpaid portion exceeds (30) days:
 - c. Period of time between a termination and a rehire where rehire occurs within six (6) months after last day worked.
2. The date is not adjusted for service as a Relief employee if employee complies with minimum availability requirements.
3. Credit is given for employment with other facilities operated by the St. Joseph Health System or Covenant Health System.

F. Step Entry Date

The date a Nurse is eligible to receive a step increase. Initially this date is based on the Nurse's hire/rehire date into a Staff Nurse position, but can be changed or adjusted for the

following:

1. When an employee transfers from a non-Staff Nurse position to a Staff Nurse position, the step entry date is the date he nurse begins the Staff Nurse position.
2. Date is adjusted forward for unpaid LOA's where unpaid portion of LOA exceeds thirty (30) days.

G. Termination Date

Normally is last day the employee works.

1. If an employee resigns during a leave of absence, is date of resignation.
2. If an employee does not return at end of leave is last day of approved leave.

ARTICLE XII - REDUCTIONS IN FORCE AND RECALL

A. Temporary Reduction In Force

If a temporary surplus of Nurses in a department exists, and after the Hospital has attempted to assign the surplus Nurses to other departments where they are qualified to work, the following procedure in order of appearance shall be utilized for each shift provided that skill mix requirements are met:

1. Registry
2. Traveler Nurse, unless a contractual obligation of payment exists between the Hospital and the agency
3. Nurses receiving premium pay as long as staffing requirements as specified in this agreement are met
4. Previous PAF requests denied
5. Requested PTO
6. Requested (voluntary) ROH
7. Temporary Nurses

8. Travel Nurses, with contract **see footnote*
9. Casual Pool Nurse
10. Relief Nurses in order of least seniority unless the senior Relief Nurse has already worked two shifts/week and junior relief nurse has not (see Article VI A.3.d).
11. Regular Nurses shall be mandatorily reduced in order of least seniority unless the department has agreed upon an approved alternative method of reduction.

However:

- a. If the least senior Nurse cannot be reached at least two (2) hours before the start of the shift (or, if the need for cancellation was not known at least two (2) hours before the start of the shift and the least senior cannot be reached with the first attempted contact) then the Hospital will attempt to contact the remaining Nurses scheduled for that department and shift, in ascending order of seniority.
- b. If the Hospital does not attempt to cancel a Nurse subject to cancellation and the Nurse reports for work as scheduled, the Nurse shall be provided with a minimum of four (4) hours work or four (4) hours pay, or combination thereof.
- c. If the majority of Nurses in the department have reached an agreement on an alternative method of selecting the Nurse to be canceled, this method shall be presented to the Chief Nursing Officer

Footnote

The Hospital and the Association agree that the Hospital may employ and/or contract with Traveler Nurses for the following purposes only: provided staffing coverage for Nurses' leaves of absence, for temporary coverage of posted Nurse positions until the positions are filled and to provide staffing coverage when Nurses must be relieved from duty to attend extensive mandatory education.

- (1) If accepted by the Chief Nursing Officer, the alternative method shall be binding on the Nurses and the Hospital until at least thirty (30) calendar days advance notice to the contrary is given by the Chief Nursing Officer, or a majority of the Nurses from that unit, whichever is applicable. Under such alternative method to the use of the least senior concept, Paragraphs 11- a, b, and c above shall continue to apply but references to “least senior” will be modified (e.g., in 11a, “least Senior Nurse” would refer to “Nurses subject to cancellation,” and “in ascending order of seniority” would refer to “the remaining Nurses subject to cancellation,” etc.)
 - (2) If the Chief Nursing Officer fails to approve the alternative method, the Staff Nurses Association may request a meeting with the Chief Nursing Officer, so that the subject can be reviewed and discussed in an effort to develop a mutually acceptable procedure.
12. If a Regular Nurse is canceled after having worked at least four (4) but not more than five (5) hours, she/he shall be credited with one-half (1/2) shift cancellation. Such one-half (1/2) shift cancellation shall be credited toward ten (10) maximum shift cancellations per calendar year for that Nurse.
13. If a Nurse has been canceled ten (10) shifts within a calendar year, then during the remainder of that same calendar year the Nurse shall be excused from further shift cancellation under this Section A-6, and the remaining Nurses, in ascending order of seniority, shall be canceled, provided that any such remaining Nurses are scheduled for the same day and shift within that department.
14. Reasonable efforts will be made to avoid having all Regular Nurses reach ten (10) shift cancellations in a calendar year in a department and shift. The following list includes, but is not limited to, options SNA and the Hospital may consider in order to avert all Nurses reaching the ten (10) maximum cancellations.
 - a. Voluntary temporary reassignment to another department where the Nurse is qualified and needed to work.
 - b. Voluntary temporary reassignment to another shift where Nurse is qualified and needed to work.

- c. Voluntary personal leaves of absence for periods not to exceed three (3) months shall be granted unless the Nurse and Hospital agree to a longer period. There shall be no loss of seniority for the period of leave.
 - d. Work sharing agreements among qualified Nurses may be implemented.
- 15. If the situation arises where all Regular Nurses scheduled for a shift in a specific department have reached the ten (10) shift cancellation maximum during a calendar year and all the above-described steps cannot be employed to alleviate the situation, the Nurse next in the cancellation rotational schedule may be canceled. The Nurse shall be given the opportunity to work another shift on another day. On that day if someone is to receive a MROH, it will be a Nurse who has not yet received ten (10) MROH's in a calendar year. In exercising this option, the Nurse is to:
 - a. Schedule another shift with the Manager or Director, in the same pay period or during the next pay period.
 - b. No additional cost beyond regular pay can be incurred for the pay period.
- 16. If all Nurses in a department or on a specific shift in that department accumulate six (6) MROH's and it appears a maximum of ten (10) in a calendar year may be reached by all Nurses on that shift or in that department, the group of Nurses in the department or shift will determine among themselves whether to start another rotation of ten (10) MROH's. If that option is not selected and all other options (listed in 14 a-d) have been eliminated, the Hospital and the Association will discuss plans for an across the board decrease, reduction in force or position elimination in that department or on that shift.
- 17. When an entire med-surg department is closed, all med-surg departments shall be treated as a single department for purposes of the shift cancellation procedure as set forth in Article XII A 1-11 above.

The consecutive order of shift cancellation shall be:

Neuroscience 2 East

Oncology 3 East

Telemetry / Progressive Care 4 West

Telemetry 4 North

Orthopedics 2 Center

General Surgery / Palliative Care 1 Center

Acute Rehabilitation 1 East

As surplus situations occur during the time a med-surg department is closed, each department shall, in turn, select the Nurse to be canceled on the basis of the shift cancellation procedure being utilized by that department. The Nurse in the department which has been closed, or the Nurse who is surplus in the med-surg departments, shall replace the Nurse who has been canceled. If the skill level in the department cannot be maintained with this reassignment, the next department in the rotational order shall utilize the shift cancellation procedure. The replaced department shall be next in line for the subsequent shift cancellation procedure.

The purpose of this procedure is to avoid having one med-surg department bear the impact of all shift cancellations because it is closed. The procedure is designed to distribute equally the shift cancellations throughout all med-surg departments if this becomes necessary after all other measures specified in Article XII (A 1 -11) of the Agreement have been utilized.

B. Avoidance of Layoff

If the Hospital believes a layoff is necessary, before implementing any such layoffs, it shall first discuss with the Association the following alternatives:

1. The steps set forth under Temporary Reductions in Force.
2. The creation of work sharing agreements among qualified Regular Nurses within a department.
3. An across-the-board decrease in hours of designated percentage or the reduction of Full-Time to RPT 4, and of RPT 4 to RPT 3, and RPT 3 to relief, and RPT 2 to Relief.

Mutual agreement shall be required before implementation of any of the above

alternatives in lieu of a layoff.

C. Procedure for Implementing Layoffs and Recall

1. At the time that the Hospital anticipates that a layoff action will be required, the Hospital will meet with the Association to identify the nursing service area or areas that will be affected, the estimated number of surplus positions, and the proposed plan for layoff, including the names of Nurses identified as surplus. This meeting also will include the discussion set forth in Section B above.
2. Where surplus Regular Nurse positions exist in a department, the junior Regular Nurses in that area would first be displaced, and any resulting position adjustments will, to the extent feasible, be by seniority. Alternatively, if a majority of the Regular Nurses in a department so desire, all remaining Regular positions in the department could be re-bid, by seniority. The displacement of the junior Regular Nurse is subject to the proviso that a more senior Regular Nurse in the department is willing to accept the position; if the more senior non-probationary Regular Nurse is unwilling to accept the junior Regular Nurse's position such senior Regular Nurse may go to the house-wide list (see section C-3 below) and the junior Regular Nurse will be retained in her/his current position.
3. A junior Regular Nurse assigned to a department who is displaced may elect to replace a Regular Nurse elsewhere in the Hospital who has less seniority, subject to the following conditions:
 - a. The Nurse has the present ability to perform the work (defined as the Nurse only needs to become familiar with the new department's physical layout, department personnel, etc., so that she/he can become fully productive in a maximum of five workdays);
 - b. The Nurse does not have an active discipline of a written warning or greater directly related to a patient care safety issue.
 - c. The Nurse will accept the work schedule and shift of the Regular Nurse being replaced;
 - d. The Nurse selects the position of the Regular Nurse who is lowest on the seniority list whom she/he is qualified to replace, and that the replaced

Regular Nurse does not have the seniority and qualifications to replace another Regular Nurse (to avoid multiple bumping);

- e. Nurses will exercise seniority sequentially; i.e., the most senior of the displaced junior Nurses will select first from the house-wide list of Regular positions occupied by Nurses covered by this Agreement, then next most senior, etc., but still subject to paragraphs a-c above.
 - f. A junior Regular Nurse displaced under the above process may take a Relief vacancy for which she/he is qualified, or if none are available, may displace a more junior Relief Nurse, but still subject to the above provisions. Any such junior Regular Nurse shall retain her/his recall rights to a Regular position in accordance with section C-5 below.
4. To clarify the procedure for elimination of a Regular Nurse when a position is deleted, the parties have agreed that when a departmental restructuring or down sizing event necessitates the elimination of a specific position(s), the following will occur:
- a. The Regular Nurse(s) to be displaced and the Association leadership will be informed 21 calendar days in advance of the position deletion(s) and of available options.
 - b. The Nurse(s), in consultation with Association leadership and Nursing management, will review her/his options.
 - c. The Regular Nurse being displaced has the following options:
 - (1) To transfer into a vacant position within her/his department.
 - (2) To displace the most junior Nurse in her/his department and assume that Nurse's shift assignment and schedule.
 - (3) To apply for a vacant position outside her/his department. Preference will be given to the displaced Nurse for an open position if qualified through orientation. (See Article XII, C, 3, a).

If option "(2)" is selected, the displaced junior Nurse's options are limited to the following:

- (1) To transfer into a vacant position within her/his department.
- (2) To apply for a vacant position outside her/his department.
Preference will be given to the displaced Nurse for an open position if qualified through orientation. (See Article XII, C, 3, a).

The Nurse whose position has been eliminated must give written notification to her/his Director of the option selected within seven (7) calendar days of the Hospital's notice of position elimination. The displaced junior Nurse must give written notification to her/his Director of the option selected within seven (7) calendar days of the Hospital's notice of displacement.

All status changes must be completed within thirty (30) calendar days unless otherwise agreed upon.

5. Recall from layoff will be in reverse order to the order in which Regular Nurses were laid off, provided the Regular Nurse is qualified and will accept the scheduled hours, shift and assignment of the available position or can be qualified by normal or customary orientation (see Section C-3-a above). The Regular Nurse must not have any active discipline of a written warning or greater directly related to a patient care safety issue at the time of layoff to qualify for recall.
 - a. When a position becomes available, the Regular Nurse will be notified by phone and a confirming letter will be sent by Registered Mail to the Nurse. If she/he cannot be reached by phone, she/he will be given written notice by Registered Mail. The Regular Nurse will be given five (5) days from the date notification is received within which to inform the Hospital whether the available position will be accepted.
 - b. If the Regular Nurse does not accept the position she/he will be offered the next available position for which she/he is qualified before it is offered to a junior Regular Nurse. If she/he does not accept that position, she/he will be offered the first available vacancy in her/his former work category and shift. If such position is not accepted, the Regular Nurse will be moved to the bottom of the recall list.
 - c. The Regular Nurse shall report for work within two (2) weeks of the date

recall notice was received, unless another date is mutually agreed to by the Regular Nurse and the Hospital.

- d. If a Regular Nurse will not be available to report for work within the two (2) week recall period, or if no answer is received within the five (5) day response period, or if no answer is received within ten (10) days after the date the notice is sent, she/he will move to the bottom of the recall order. However, the Nurse may notify the Hospital in writing of her/his unavailability for a given period of time (i.e., Nurse will be out of town) in which case, the Nurse will resume her/his recall position upon her/his return date as given to the Hospital.
- e. Regular Nurses to be laid off shall receive accumulated PTO in a lump sum at the time of layoff. Regular Nurses to be laid off will receive in addition to any PTO accrual, two (2) weeks notice or two (2) weeks pay in lieu of notice, or combination thereof.
- f. The Hospital can staff positions on a temporary, short-term basis by Relief or Regular Nurses while awaiting the response or report to duty by recalled Regular Nurses. The Hospital also may make simultaneous recall offers provided that the senior Nurse retains the right to take the recall position if she/he complies with the above.
- g. All Regular Nurses shall have the right to recall before any new Nurses are hired for positions for which the Regular Nurses qualify by normal or customary orientation.
- h. Relief Nurses shall be recalled in the reverse order in which they were laid off, provided the Relief Nurse is qualified. The Relief Nurse must not have any active discipline of a written warning or greater directly related to a patient care safety issue at the time of layoff to qualify for recall.
- i. The Hospital will not change qualifications of a position for the purpose of avoiding recall of a laid-off Nurse.

6. **Preservation of Benefits**

Nurses who are laid off may elect to continue group health, dental and vision

insurance coverage for themselves and their dependents. However, the premium cost for such coverage shall be paid by the Nurse as of the first of the month following the Nurse's layoff.

7. Since unanticipated problems may develop that were not foreseen at the time that Article XII, Section C above was added to the Agreement, it is agreed that the Association will give serious consideration to any Hospital proposal during the term of the Agreement for modification of Section C, and that such modifications, including revised contract language, can be added by mutual agreement.

ARTICLE XIII - JOB POSTING

The Hospital will post jobs on the Intranet.

The general policy of the Hospital is to fill permanent vacancies and new positions from within whenever possible. When more than one Nurse applies for a vacancy covered by this Agreement, seniority shall be the determining factor when qualifications and performance, as delineated by criteria in the Staff Nurse performance appraisal, are equal in the judgment of the Hospital.

ARTICLE XIV - PERFORMANCE EVALUATIONS

Each Nurse shall be evaluated at the end of her/his six (6) month probationary period. Additionally Nurses will receive a 6 month probationary evaluation following their transfer into a position with different competency requirements, i.e. Nurse working on medical/surgical unit transfer to Critical Care. Thereafter, evaluations are to be performed at least annually.

Each Nurse hired at Staff Nurse I will be evaluated at the end of her/his six (6) month probationary period. The Staff Nurse I will be moved to Staff Nurse II, Step 1 upon satisfactory completion of the six (6) month probationary period and thereafter shall be evaluated annually.

Relief Nurses shall be evaluated on the basis of their performance in their assigned department. Relief Nurses may request to be evaluated by a Manager/Director of another department or departments (maximum of two) where they have frequently floated in order to gain more feedback about their performance. The evaluations will be summarized into one document by the Manager/Director of the Relief Nurse's assigned department. Evaluations done by other department Managers/Directors will be available at the evaluation time for Relief Nurse's review. If there are significant differences in how the same performance criteria are rated, the

reasons will be documented on the evaluation for clarification. The Relief Nurse also has the option of discussing differences in performance ratings with the other Managers/Directors that did the additional evaluations.

ARTICLE XV - ASSOCIATION PRIVILEGES

A. Visitation Rights

Duly authorized representatives of the Association may visit the Hospital during the day shift for the purpose of discussing matters pertaining to this Agreement with Hospital management. Such representatives may also visit the Hospital to discuss such matters with a Nurse covered by this Agreement provided the representative has (1) first notified the Hospital management immediately upon entering the Hospital; (2) the discussion occurs on the Nurse's non-working time and in a public, designated non-working area; and (3) the representative does not interfere with the work of any employee or the operation of the Hospital. This Section does not permit the holding of employee or membership meetings by such representative.

B. Bulletin Boards

The Hospital will provide a designated space on not less than two (2) bulletin boards which shall be identified and reserved for the exclusive use of the Association. The Association may post their meeting notices on the existing bulletin boards in the individual nursing stations, provided that such notices have been first initialed by the Human Resource Executive, or her/his designee. Notices given to the Human Resource Executive, shall be returned for posting within a reasonable period of time, not to exceed two (2) working days.

ARTICLE XVI - PATIENT ADVOCACY

A. Conflicts of Opinion With Attending Physicians

If a conflict of opinion arises between a Nurse or group of Nurses and an attending physician on any matter pertaining to patient care and clarification is needed, the Nurse(s) may initiate resolution in accordance with Nursing Policy.

B. Conflicts of Opinion Among Nurses

If a conflict of opinion arises among Nurses on any matter pertaining to patient care and

clarification is needed, the Nurses may initiate resolution by contacting the appropriate on-site personnel (Manager/Director/Supervisor) and if not resolved, by referring it to progressively higher levels of Nursing Administration.

C. Reasonable Belief Regarding Imminent Risks

If the Nurse reasonably believes that a real and imminent risk of injury, health hazard, or death exists to herself/himself, to other employees, or to patients will result if the Nurse carries out an order, direction, or assignment, the Nurse shall immediately contact her/his Manager/Director to explain her/his reasons, and to seek confirmation or modification of the direction, order or assignment.

1. If a Nurse refuses to carry out the order, direction, or assignment, subsequent disciplinary action, if any, will be subject to the provisions of Article XX, Grievance and Arbitration.
2. If the Nurse performs the order, direction, or assignment under protest, no disciplinary action will be taken against such Nurse for her/his protest or because of any adverse effects resulting because the Nurse carried out the order, direction, or assignment as given.
3. If a Nurse's protest is based upon the Nurse's reasonable belief that unsafe nursing care will occur because of an insufficiency of staff, and if the Hospital, after making reasonable efforts to resolve the Nurse's concern, or to provide sufficient staff, or to effectuate alternative measures to alleviate the problem, is unable to do so, then the Manager/Director/Supervisor shall be contacted. The Manager/ Director/Supervisor shall arrange for an off-duty Nurse qualified to perform in the unit, to come to work. Thereafter, and within ten (10) days after a request from the Association, the incident, the surrounding facts, and possible corrective measures to prevent reoccurrence, will be discussed at a meeting between the Association and the Hospital in an effort to reach a resolution or to clarify the actual circumstances surrounding the incident. Such meeting will include the Manager, Director, or Supervisor involved. A copy of the meeting minutes shall be forwarded to the Chief Nursing Officer. At her/his option, the Nurse(s) who filed the protest either may a) attend the next scheduled Professional Issues Council Meeting to present and discuss the findings of the AUP meeting, or b) schedule the AUP meeting at a later date to include Chief

Nursing Officer in addition to the Manager, Director, and Shift Administrator.

4. After the Nurse has explained her/his reasons and concerns, and if the Manager, Director, or Supervisor requires that the Nurse carry out the order, direction, or assignment, the Nurse shall document the pertinent facts leading to the circumstances which were the basis for her/his refusal to perform or performance under protest. The documentation shall be submitted by the Nurse before leaving duty, and shall include, but not be limited to, the date, time, persons involved, brief summary of the facts, including actions taken, and, persons who were notified of the incident. The Nurse shall then ask the Manager, Director, or Supervisor to sign a copy of such documentation to verify receipt. The Nurse may use a form prepared by the Association, if she/he desires, but the requirements of this paragraph shall otherwise be met. By agreeing to receive such documentation, neither the Hospital nor any of its supervisory persons or agents are to be construed as agreeing with the validity of the Nurse's beliefs, concerns, refusal to perform or performance under protest, or the accuracy of the facts stated.

D. Issues Pertaining to Nurse Staffing

1. Staffing of Nurse positions in each department, on each shift, will be maintained at a level which will enable Nurses to meet California state law and Title 22 patient care requirement regulations with regard to assessing patients and evaluating their plan of care. Any questions or disputes of any kind relating to this paragraph shall be resolved by (1) The Nurse(s) discussing their concern and the pertinent facts with their immediate supervisor, (2) if not resolved, the Nurse(s) will submit their concern in writing, along with any pertinent facts, to their Director and the Association simultaneously, who will then meet and discuss the difficulties with meeting Title 22 requirements and formulate a plan that will enable the Nurse(s) to meet the requirements, and (3) if the question remains unresolved, it shall be referred to the Chief Nursing Officer who will place it on the agenda for joint discussion at the Coordinating Council. No questions or disputes of any kind relating to this paragraph shall be subject to the Grievance and Arbitration provisions of Article XX.
2. The Parties agree that SRMH will act in full accordance with California state law and Title 22 regulations regarding the Nurse to Patient ratios and Registered

Nurse's role in patient care. When determining the Nurse-to-Patient ratios as specified by the DHS, only licensed Nurses providing direct care who have patient care assignments in each department will be counted in the Nurse-to-Patient ratio. There will be a designated Lead Nurse for each shift in each department. However, the designated Lead Nurse for each shift in each department shall not be counted in the Nurse-to-Patient ratios/matrix. The designated Lead Nurse shall be considered in addition to the core staffing required to comply with mandated Nurse-to-Patient ratios. Matrices are available to Nurses upon request, and will be provided to SNA. If matrices are modified, the Association shall be provided with a copy of the modified matrices within a reasonable period of time thereafter. The Association may direct any concerns to the Chief Nursing Officer. The data, analyses and calculations utilized by the Hospital in creating and implementing its matrices shall not be subject to the grievance and arbitration provisions of this contract.

3. The Lead Nurse shall count in the Nurse-to-Patient ratios/matrix in the following departments: Pediatrics, Electrophysiology, ASC and Endoscopy.
4. There will be a Lead Nurse in the following departments, for designated shifts only, as follows: Angiocardiology (Days only) Operating Room (Days & PMs only) Peri-op (Days and PMs only).
5. Lead Nurse will assume responsibility for the following combined areas for each shift: Nurseries/Labor & Delivery/3 North.
6. When department census falls below 8 (eight) the Lead Nurse may have a patient assignment.
7. If new departments are created, existing departments are closed, or departments are reconfigured, the parties will meet to discuss the Lead Nurse issue.
8. The Parties agree to discuss optimal staffing ratios in the Nursing Coordinating Council. This includes discussion regarding the best utilization of all members of the patient care team (RN's, LVN's and Care Partners).
9. When a nursing department is staffed for any particular shift at a level less than specified by the department's ratios/matrix (in terms of staff and/or skill mix), the Lead Nurse, Shift Administrator, and Manager/Director shall, at the request of

any one of them, confer at the beginning of the shift concerning:

- a. Setting priorities for patient care;
- b. The mobilization of resources from elsewhere in the Hospital to assist the staff in the department for the shift; and
- c. The ongoing plan for obtaining additional Nurses to meet the staffing matrix criteria for the shift.

10. **Admit, PICC, PRN Nurses**

In addition to the Nurses required to comply with mandated Nurse-to-Patient ratios, Lead Nurses (see D, 2-7 above), Break Relief Nurses where necessary and PICC Nurses, the Hospital shall staff:

- Two (2) PRN Nurses for twelve (12) hours seven (7) days per week.
- One (1) PRN Nurse for eight (8) hours Monday-Friday.
- One (1) of the twelve (12) hour PRN Nurses described above shall be primarily assigned to CCD, PACU, and ED seven (7) days per week. PRN Nurses assigned to CCD, Peri-op Services and ED shall either have had previous experience and training in these areas or be provided with sufficient cross training so as to enable them to adequately participate in patient care in these departments.
- One (1) Admit Nurse for twelve (12) hour shifts seven (7) days per week.
- One (1) full time PICC Assistant.

PICC Assistant responsibilities will include:

- Assisting PICC Nurse with equipment and supply tracking and stocking
- Set-up for insertion
- Assisting during insertion
- Other duties as assigned

Job postings for future PRN Nurses will indicate Emergency Department or Critical Care experience preferred.

The provisions of the above paragraph shall be in effect for the duration of this Agreement only and shall be reassessed during negotiations for a successor agreement.

The staffing commitments made by the Hospital above shall be subject to any collective bargaining agreements or obligations that the Hospital may have with any labor organization representing such staff.

11. **Patient Classification/Acuity System**

- a. The Hospital shall establish and maintain a reliable and valid Patient Classification/Acuity System.
- b. The Acuity Committee shall be composed of at least fifty percent (50%) Staff Nurses who provide direct patient care. A Staff Nurse member and a Nursing Management member shall serve as co-chairs of the committee. The Association shall appoint the Staff Nurse co-chair. The co-chairs shall agree on the appropriate clinical specialties to be represented by members of the committee.
- c. The Acuity Committee shall meet at least monthly until the Acuity System is established and all Nurses are trained in its use. Thereafter, the committee shall meet at least quarterly.
- d. The Responsibilities of the Acuity Committee shall include:
 - (1) Participate in the development and implementation of the Acuity System.
 - (2) Participate in the assessment, continued planning and evaluation of the Acuity System.
 - (a) Per Title 22 regulations, the Acuity System must be reviewed at least yearly.
 - (b) Members of the Acuity Committee must have access to all

data and trend information generated by the Acuity System.

- (3) Conduct validity and reliability studies of the acuity system at least annually.
- (4) Establish means by which Staff Nurses may have regular input into the Acuity System. Such means must be publicized quarterly. The Acuity Committee shall respond in a timely manner to Staff Nurses providing such input and such response shall include the disposition of the Nurse's concerns.
- (5) Make changes/adaptations in the Acuity System as needed to assure that the system accurately captures patient acuity and care needs.
- (6) Recommend the type and extent of Acuity System training for Staff Nurses.
- (7) Participate in ongoing Acuity training for Staff.
- (8) Determine the guidelines for implementation and operation of the Acuity system as a staffing tool.
- (9) If the Acuity Committee is unable to reach a consensus on an issue or issues within its scope as defined above, such issue(s) shall be referred to the Chief Nursing Officer who will meet with the committee to discuss the issue(s) before the CNO makes her/his final resolution.

12. **Effect of Patient Acuity on Nurse-to-Patient Ratios**

- a. Per Title 22 Regulations, the Nurse to Patient Ratios specified by California state law represents minimum staffing levels. The ratios are to be modified according to patients' needs as established by a Patient Classification/Acuity System.
- b. The Hospital shall demonstrate to the Acuity Committee and to Staff Nurses in each department how patient Acuity, as established by the GRASP Acuity System, modifies the Nurse-to-Patient Ratios in each

department.

- c. For those departments where a ratio of two (2) patients per Nurse is specified (e.g. CCD), the Acuity criteria defining a patient requiring a 1:1 Nurse-to-Patient ratio shall modify the 1:2 ratio.
- d. Staffing for each shift, in each department utilizing the GRASP Acuity System, shall reflect the effect of patient acuity as determined by the GRASP Acuity System.

E. Patient Advocacy

Each Nurse has the responsibility to act as a patient advocate in accordance with the Nurse Practice Act. If in this role a Nurse reasonably believes it necessary to call attention to a condition which she/he also reasonably believes compromises required standards of care, the Nurse shall report it to her/his immediate supervisor. The Hospital will investigate the condition and will take any appropriate remedial action it finds necessary. No Nurse submitting such a report will be disciplined for so doing. A Nurse or the Association may grieve or elect to arbitrate under Article XX any disciplinary action taken against a Nurse(s) for making such a report. Any other questions or disputes of any kind relating to this paragraph, including where a Nurse believes that punitive action other than disciplinary action has occurred because of making a report (such as changes in assignments, etc.) shall be resolved by (1) The Nurse(s) discussing their concern and the pertinent facts with their immediate supervisor, (2) if not resolved, the Nurse(s) will submit their concern in writing, along with any pertinent facts to their Director and to the Association simultaneously, who will then meet and discuss it, and (3) if the question remains unresolved, it shall be referred to the Chief Nursing Officer who will place it on the agenda for joint discussion at the Coordinating Council. No questions or disputes of any kind relating to this paragraph shall be subject to the Grievance and Arbitration provision of Article XX, except a Nurse who perceives that disciplinary or severe, unresolved punitive action is being taken against her/him because of having made a report, has access to the provisions of the Grievance and Arbitration Procedure (Article XX) to grieve the action.

F. Assistive Personnel

The Hospital shall staff with two (2) Care Partner/Unit Secretaries to float among Hospital departments to meet patient care needs from 1 p.m. to 5 a.m. every day. It is the

Hospital's intent that these positions will be in addition to department staffing.

The provisions of this paragraph shall be in effect for the duration of this agreement only and shall be reassessed during contract negotiations for a successor agreement.

The staffing commitments made by the Hospital above shall be subject to any collective bargaining agreements or obligations that the Hospital may have with any labor organization representing such staff.

G. **Use of Technology**

New Technology pertaining to patient care shall be developed and applied with input to the design, implementation, education of Staff Nurses, and evaluation of effectiveness from Staff Nurses who are directly involved with patient care in departments affected by the technology. Further, technology shall not be used to supplant the nursing process, the clinical judgment and accountability of Registered Nurses in providing patient care. Technology should be consistent with the provision of safe, therapeutic and effective patient care.

ARTICLE XVII - ASSOCIATION/HOSPITAL COMMITTEES AND MEETINGS

A. **Professional Registered Nurses Committee**

1. **Membership**

The PRNC consists of one Nurse from each department, elected by the Nurses from that department and a representative of the Association board. The Chief Nursing Officer, shall be a special member of the PRNC. Members of the PRNC also are members of the Professional Issues Council (PIC).

2. **Purpose**

The PRNC will act as an advisory body to Nursing Service Administration. The Hospital recognizes the responsibility of the PRNC to recommend measures objectively to improve patient care, and nursing practice and services. The PRNC will examine, evaluate, and make recommendations concerning:

- a. Standards for nursing practice;
- b. Improvement of patient care and nursing practice;

- c. Measures for enhancing cost-efficient patient care while maintaining the quality of care provided;
- d. Staffing patterns and approaches to the delivery of care will be standing agenda items, for the purpose of open discussion with the Chief Nursing Officer and/or her/his designee to review questions and/or feedback from each Nursing Department PRNC representative relating to staffing;
- e. Issues affecting the health and safety of Nurses;
- f. Recruitment and retention.

The PRNC's activities may not duplicate the activities of other standing committees in the Hospital that deal with professional nursing issues. To provide coordination and to share information, the PRNC, Nursing Practice Council and Professional Issues Council (PIC) may share their respective minutes.

3. **Meetings**

a. **Frequency**

The PRNC shall meet regularly, at least once per month. Meetings of less than the full PRNC also may be held for particular subjects, and sub-committees may be formed for the same purpose, but any such meetings shall not be substituted for monthly PRNC meetings without PRNC's concurrence.

b. **Agenda**

The agenda for the PRNC shall be determined one week in advance by the Chairperson with input from the committee members, and coordinated with the PIC agenda and delivered to committee members so that they may be prepared for an extensive and productive discussion. A copy of the agenda will simultaneously be submitted to the Chief Nursing Officer, for information.

c. **Compensation for Attendance**

PRNC members shall be released from work without pay for a maximum

of four (4) hours for PRNC meetings. However, the Hospital will contribute up to two (2) hours pay a month, at the Nurse's base rate of pay for each PRNC member, for attendance at official PIC meetings at which the Chief Nursing Officer, or designees is in attendance.

d. **Minutes**

The PRNC shall keep minutes of all meetings, copies of which shall be submitted to the Chief Nursing Officer, Human Resources Executive, and the Hospital's Chief Operating Officer. Such minutes shall include the recommendations or questions of the PRNC. Within three (3) weeks (not 21 days as measured by Article XX, Section F) of receipt, the Chief Nursing Officer, will respond in writing to these recommendations.

e. **Communications**

Similarly, the PRNC shall respond to recommendations or questions submitted by the Chief Nursing Officer, within three (3) weeks (not 21 days as measured by Article XX, Section F) of receipt.

f. **Facilities**

If PRNC wishes to use a meeting room at the Hospital for a PRNC meeting, it will contact the Environmental Services Department, which will arrange for a meeting place in accordance with its standard procedures, including availability.

g. **Difference of Opinion**

Differences of opinion between the PRNC and the Chief Nursing Officer, shall not be subject to grievance and arbitration. Issues involving contract interpretation and/or alleged contract violations shall be subject to all relevant contract terms and conditions, including grievance and arbitration, and shall not be agenda items for the PRNC.

4. **Review Committee**

- a. Differences of opinion between the Committee and Administration regarding PRNC recommendations may be referred to a Review

Committee of four (4) persons for consideration and review. The review Committee shall consist of: President of Association; member of PRNC; Chief Nursing Officer; and another member of Hospital administration, as designated by the Hospital.

- b. The Review Committee may take steps, as it believes appropriate, to review, analyze, and resolve the difference of opinion.
- c. The Review Committee shall meet within thirty (30) days after the difference of opinion has been referred to it, and shall render a decision on the merits of the issue or question within ten (10) days thereafter.

B. Injury and Illness Prevention Program Committee

One representative of the Association shall be included in the IIPP or any other committee dealing with this subject matter and shall be given the same notice of all meetings of such committee(s) as is given to other committee members.

C. Association/Hospital/Meetings

Association Board members, the Human Resources Executive, the Chief Nursing Officer, and other representatives of Nursing Administration, if designated by the Hospital, will meet to present ideas and suggestions and to discuss and resolve current or potential contract problems or issues not resolved by other means. Monthly meetings will be scheduled unless canceled by mutual agreement between the Association and the Hospital.

D. Pay for Department Meetings

Nurses who attend department staff meetings will be paid at their base rate of pay plus shift differential corresponding to the time the Nurse attends the meeting. Generally, hour long monthly meetings will be held by each department. Adequate time will be provided for open discussion amongst Nurses and their Department Manager/Director regarding department related issues.

E. Pay For Council/Committee/Task Force Meetings

- 1. Patient Care Services will determine those Councils, Committees or Task Forces that it will establish or continue as contributing towards improving the quality of

care. The Chief Nursing Officer will oversee the functioning and the composition of such Council/Committees/Task Forces. Nurses will be compensated at their base rate of pay plus shift differential corresponding to the time the nurse attends the meeting. SNA Board members shall not be paid by the Hospital for attendance at Nursing Coordinating Council meetings.

2. A maximum of two (2) members of the Association Board may be scheduled up to one (1) unpaid shift off per pay period without loss of benefit accruals for such shifts. The particular shift off may be requested by the affected board member, but shall be subject to the approval of the nurse manager to ensure appropriate staffing. A nurse shall be eligible to request scheduling of this time off in order to conduct Association business related to the Hospital, such as to attend Hospital related activities.

ARTICLE XVIII – DISCIPLINE

A. Grounds For Disciplinary Action

No Nurse will be discharged or disciplined nor will any entry be made against any Nurse's record without good cause. Where disciplinary action is taken, the Nurse will be informed of the reason for the disciplinary action, and if the disciplinary action taken is a suspension, the Nurse also will be informed of the duration of the suspension and of the Nurse's return to work date.

This provision will not preclude the Hospital from suspending a Nurse pending an investigation and pending a final decision concerning disciplinary action, if any, which may be appropriate, and such a suspension pending investigation shall not constitute disciplinary action, where the Hospital's final decision is that disciplinary action is not warranted and the Nurse is paid for any work time lost.

B. Timing of Disciplinary Action

Within five (5) workdays of the date the Manager/Director has knowledge of the event which indicates that disciplinary action is warranted with regard to a particular Nurse, the Nurse shall be so informed. Thereafter, a final decision shall be communicated to the Nurse within ten (10) workdays after the date of the Manager/Director's knowledge. However, where the extent of the investigation, the involvement of outside agencies or individuals, the availability of witnesses or supervisory/administrative personnel, the

nature or complexity of the issue, or similar factors make it impractical to comply with these time limits, then they shall not apply and the Nurse will be informed as soon as it is reasonably practical. However, in no event will the time taken to investigate the situation and inform the Nurse exceed thirty (30) days.

C. Suspensions

If disciplinary action is taken by suspending a Nurse from duty, the Nurse shall only be paid for actual hours worked. No employee benefits will be paid to any Nurse while suspended, but time lost because of suspension will not, otherwise, affect benefit accumulation. No disciplinary suspension shall exceed thirty (30) days in length.

D. Counseling and Disciplinary Probation

1. Before a Nurse can be terminated for unsatisfactory performance she/he must be interviewed and a written action plan will be developed by the Nurse's Manager/Director that is aimed at eliminating the problem by notifying the Nurse as to the improvement which is required. The Nurse's improvement will be expected over a defined disciplinary probationary period not to exceed ninety (90) calendar days, and no disciplinary action shall be taken if the expected improvement occurs. The requirements of a written action plan and of a probationary period prior to termination may be waived only if the Hospital believes, based on the facts known to it, that patient safety, well-being or health will be jeopardized if the Nurse continues to work in the department.
2. Wage increases will not be given to an employee on probation, but other benefits will not be affected.
3. It is not required that multiple probationary periods be used where several problems exist prior to and/or during the probationary period. Furthermore, if the same or different problems occur after the satisfactory completion of a probationary period, a new probationary period will be required before any termination can occur unless two probationary periods previously were received by a Nurse for performance problems. This paragraph is subject to the last sentence of Section D-1 above.

E. Right To Association Representation

Any Nurse involved in an investigatory discussion with Hospital management that may result in discipline will be advised of the reason for the meeting. The Nurse may, upon request, have an Association representative present during such discussion if such representative can be present within seventy-two (72) hours of such request. The Association shall select the representative, and said representative shall be authorized to represent the Association in the interview proceedings. The failure to request or to have a representative present shall not preclude the Hospital from imposing discipline if, in its judgment, such discipline is warranted. Nothing in this Section shall permit or justify a Nurse refusing to comply with an instruction or direction of the supervisor or to refuse to explain why the Nurse is refusing to obey an order or direction at the time it is given and refused.

F. Review of Personnel File

1. A Nurse may review her/his personnel file upon request. Similarly, upon request, a Nurse may review Nursing Administration's personnel file for the Nurse. Review of files shall take place in the Personnel Department during normal business hours, and a Hospital representative will be present during such review. A Nurse may submit a written rebuttal to any material in her/his files, and if submitted, it shall be placed in the applicable file.
2. No disciplinary or counseling report or record will be relied upon to substantiate current disciplinary action after a period of two years from the date the report or record was written if there has been no repetition of unsatisfactory performance, conduct, or attendance during that two-year interval. The only exception is that such reports or records may be used to substantiate that notice was given to the Nurse of the Hospital's standards, expectations, or grounds for disciplinary action.
3. No disciplinary or adverse records or report shall be used against a Nurse in any disciplinary proceeding unless it has been signed by the Nurse. It is to be signed at the time it was prepared unless both parties are not available at that time, in which case it shall be signed and filed as soon as possible when they are available. This prohibition shall not apply to anecdotal notes or to Hospital investigatory materials (e.g., notes from speaking to witness, witness reports, etc.).

G. Arbitrability

All disputes and grievances arising under this provision shall be subject to the grievance and arbitration procedure set forth in Article XX of this Agreement.

If discharge or discipline is reversed or modified through use of the Grievance Procedure, the record of the Nurse will be corrected accordingly and the Nurse will be compensated for any loss in accordance with the decision rendered.

ARTICLE XIX - RESIGNATIONS AND TERMINATION NOTICE

A. Notice Of Resignation

The Nurse will give the Hospital two weeks' written notice of resignation from her/his employment, unless waived by the Hospital.

B. Termination Notice

1. For Nurses who have completed the probationary period, but who have not completed one (1) year of continuous service, the Hospital will give one (1) day's advance notice of such termination for each full month of service, to a maximum of two (2) calendar weeks.
2. For Nurses who have completed one (1) year of continuous service, the Hospital will give two (2) calendar weeks' notice.
3. The Hospital may give pay in lieu of notice, or a combination thereof.
4. Advance notice and/or payment in lieu will not be required if a Nurse is discharged for good cause.

ARTICLE XX - GRIEVANCE AND ARBITRATION

A. Grievance Defined

A grievance is defined as any complaint arising from the interpretation or application of this Agreement. The purpose of the grievance procedure, and its various steps, is to allow for a review of the facts and circumstances relevant to the incident or situation giving rise to the grievance so that each party can determine, as applicable, whether a grievance should be upheld, dropped, settled or referred to the next step.

B. Grievance And Arbitration Procedure

All grievances shall be processed as follows:

Informal Discussion. The Nurse shall request a meeting with her/his Manager/Director to discuss the complaint informally. Such requested meeting shall be held within seven (7) days of the request. If the complaint is not resolved to the Nurse's satisfaction, and if the Nurse wishes to pursue her/his complaint, the following formal grievance procedure shall be followed:

Step 1: The grievance shall be presented in writing to the Nurse's Manager/Director within twenty (20) days after the date of the Hospital's action or inaction which is being grieved, unless the Nurse establishes that she/he did not and could not have knowledge of the Hospital's action or inaction, in which case it shall be presented within twenty (20) days after the date the Nurse has knowledge of the action or inaction giving rise to the grievance. The Manager/Director will reply in writing within seven (7) days after receipt of the Step 1 written grievance.

Step 2: If the Nurse is not satisfied with the reply in Step 1, she/he may, within seven (7) days after the postmarked date on the Step 1 response, present the grievance in writing to the Chief Nursing Officer. A personal interview with the Chief Nursing Officer will be held within seven (7) days after the Chief Nursing Officer's receipt of the written grievance. The Chief Nursing Officer shall reply in writing within seven (7) days after the date of the personal interview.

Step 3: If the Nurse is not satisfied with the reply in Step 2, she/he may, within seven (7) days after the postmarked date on the Step 2 response, present the grievance in writing to the Vice President Human Resources. A personal interview with the Vice President of Human Resources will be held within seven (7) days after the Vice President of Human Resources receipt of the written grievance. The Vice President Human Resources shall reply in writing within seven (7) days after the date of the personal interview.

Step 4: If the Nurse is not satisfied with the reply in Step 3, she/he may, within seven (7) days after the postmarked date on the Step 3 response, present the grievance in writing to the Chief Executive Officer of the Hospital. A personal interview with the Chief Executive Officer will be held within seven (7) days after the Chief Executive Officer's receipt of the written grievance. The Chief Executive Officer shall reply in writing within ten (10) days after said interview.

Step 5: If the Nurse is not satisfied with the reply in Step 4, then within fifteen (15) days after the postmarked date on the Step 4 response, the Association may, by written notice to the Hospital, demand that the grievance be submitted to final and binding arbitration by an impartial arbitrator. If within seven (7) days from the mailing of such notice the Association and the Hospital are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators residing in Northern California. The Association and the Hospital shall each strike from said list alternately three (3) names, after determining the first strike by lot, and the remaining name shall be that of the arbitrator. The arbitrator shall promptly conduct a hearing on the grievance at which the Association and the Hospital shall be permitted to present their evidence and arguments. The decision of the arbitrator shall be rendered in writing and shall be final and binding upon the Association and the Hospital. All fees and expenses of the arbitration shall be shared equally by the Association and the Hospital. No arbitrator shall have the power to modify the terms of this Agreement.

It is understood that if any of the individuals specified in Steps 2, 3 and/or 4 are not available to meet within the time frame allowed, the parties shall agree to 1) designate another management employee to participate in the meeting, or 2) agree to meet at a mutually convenient later date.

C. Notices and Replies

All notices and replies provided for in this Section shall be given by Certified Mail - Return Receipt Requested or by hand delivery to the Nurse or to the Hospital representative specified in the particular step of the grievance and arbitration procedure. If said Hospital representative is not available, the reply or notice may be delivered to the person who accepts communications for the specified representative in the normal course of business.

D. Representation

The Grievant shall have the right to be represented by an Association representative at Step 2 and succeeding steps of the grievance procedure.¹

E. Association and Hospital Grievances

The Association and the Hospital may file grievances involving issues concerning the interpretation, application, or compliance with the provisions of this Agreement, provided such issues have actual and existing application to present circumstances. When a grievance is filed under this paragraph the parties shall meet in an attempt to resolve the matter within ten (10) days of the service of the notice of the dispute. The responding party shall reply within ten (10) days from the meeting date. If they are unable to resolve it within fifteen (15) days of the postmarked date on the reply, the grieving party may refer the grievance to arbitration in the manner set forth above in Section B, Step 5, and the procedure described therein shall be followed.

F. Time Limits

The time limitations specified in the grievance and arbitration procedure shall be strictly construed and observed and may be extended only by the advance mutual and written agreement of the parties. In calculating time limits under this Article, calendar days shall be used, but Saturdays, Sundays, and holidays other than floating holidays, shall not be counted. Also, if the time limit refers to a postmark and the Nurse has not retained the postmark, then the date shown on the response shall be used instead of the postmark date. As an exception to the prior sentence and to the time limits' reliance upon a postmark, it also is agreed that if a response is hand delivered or delivered at the Hospital, and a dated receipt is provided, then the receipt date shall be used, in lieu of a postmark or in lieu of the date shown on the response, whichever is applicable.

¹ The term "Association representative" as used in this Agreement refers to a designated representative (non-employee or covered Nurse) who has been previously authorized as an agent of the Association for purposes of contract negotiation, administration, and the grievance procedure. The Association will notify the Human Resources Executive within thirty (30) calendar days after ratification of this Agreement, of the names of its Association representatives, consisting of one Association Representative from each unit (i.e., ICU and CCU to continue to have own representative) in addition to the President, Vice President, Secretary, Treasurer and Board members of the Association.

G. No Strike or Work Stoppage

The Association and the Hospital have provided in this Agreement an orderly method for resolving disputes covering the terms of this contract and involving employees in this bargaining unit. Both the Hospital and the Association pledge to utilize the grievance procedure wherever applicable and declare their opposition to lockouts and strikes as a matter of attempting to resolve such disputes.

1. No Lockout

The Hospital agrees that during the term of this Agreement it will not engage in any lockout of the employees covered by this Agreement.

2. No Strike

There shall be no strikes, sympathy strikes, lockouts, or other stoppages or interruptions of work during the life of this Agreement.

3. Expedited No Strike Grievance Arbitration

- a. If the Hospital believes that there has been a violation of the no-strike provisions of Section G-2 by any employee or employees, such alleged violation shall be submitted in writing to the Association as soon as possible. Unless the grievance is resolved to the Hospital's satisfaction in the meantime, the Hospital shall submit to the Association's representative the names of seven (7) neutral arbitrators who are members of the National Academy of Arbitrators residing in Northern California and within twenty-four (24) hours from the time of the alleged violation, the arbitrator shall be selected. The arbitrator shall be selected by the Association and the Hospital each striking alternately three (3) names, after determining the first strike by lot, and the remaining name shall be that of the arbitrator.
- b. The arbitrator shall conduct a hearing within forty-eight hours after selection or appointment and shall render a final decision at the hearing as a bench decision, or, if the parties mutually agree in writing, within twenty-four (24) hours after conclusion of the hearing. The arbitrator's decision is final and binding. The arbitrator shall also put her/his decision

in writing and sign it as soon as possible and not later than forty- eight (48) hours after conclusion of the hearing.

- c. The expense of arbitration shall be shared equally between the parties.
- d. The arbitrator shall have no authority to ignore, add to, subtract from, alter, amend, change or nullify, the terms of this Article and Agreement.

4. **Expedited No Lockout Grievance Arbitration**

The same procedures as described in Section G-3 above, modified as necessary to reflect the Association as the moving party, shall be employed if the Association believes there has been a violation of the no lockout provision of Section G-1.

ARTICLE XXI - MINIMUM STANDARDS

The Hospital shall not be precluded from increasing the salary or benefits of a Nurse covered by this Agreement to a level above the minimum standards established herein.

ARTICLE XXII – NOTICES

Notices given under this Agreement to the Hospital shall be directed to the President and Chief Executive Officer at 1165 Montgomery Drive, Santa Rosa, California 95402; and to the Association at 200 Montgomery Drive, Suite B, Santa Rosa, California 95404.

ARTICLE XXIII - SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by law or if compliance with or enforcement of any Article or Section should be restrained, the remainder of this Agreement shall not be affected thereby.

ARTICLE XXIV - THE AMERICANS WITH DISABILITIES ACT

The Hospital is covered by the Americans with Disabilities Act (the ADA). The ADA prohibits discrimination against applicants or employees with ADA-disabilities. The ADA also requires reasonable accommodation for qualified applicants and employees with ADA disabilities who can perform the essential functions of their jobs with or without reasonable accommodation.

Where there is a claimed inconsistency between the Hospital’s ADA obligations and other provisions of this Agreement:

1. The Hospital is allowed to take those actions that are reasonably necessary for complying with the ADA, without violating this Agreement.
2. Questions concerning the Hospital's ADA obligations (whether, for example, it is in compliance with the ADA, are its actions under the Agreement reasonably necessary for ADA compliance, etc.) are to be resolved by using the procedures, rights, remedies, and standards of the ADA, as enforced and interpreted by the Equal Opportunity Commission and the courts.
3. The Association recognizes that in such cases, the ADA takes precedence over the Agreement; accordingly, the Association is not liable to Nurses where actions taken by the Hospital under this Article result in an ADA charge being filed.

ARTICLE XXV - TERM OF AGREEMENT

This Agreement shall be in effect from September 16, 2015 through September 30, 2017. The Agreement shall terminate on October 1, 2017 unless the parties mutually agree in writing to extend its terms for a specific period. Written notice to the other party and to the appropriate Federal and State agencies shall be given not less than ninety (90) days prior to the termination date of this Agreement. Any interim modifications must be in writing, mutually agreed upon, and signed by the appropriate representatives of the Association and the Hospital.

ARTICLE XXVI - CONTENTS OF AGREEMENT

This Agreement consists of 117 pages, including Appendices A through K.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

April 19, 2016.

SANTA ROSA MEMORIAL HOSPITAL
STAFF NURSES ASSOCIATION

By: *Aue Laddis RN*

SANTA ROSA MEMORIAL HOSPITAL

By: *[Signature]*

APPENDIX A

Side Letter Agreement – Lump Sum Bonus

The Hospital will pay a one-time lump sum bonus to staff nurses within the second pay period of ratification. In order to be eligible for the lump sum payment, staff nurses must be employed both on the date of ratification and date of payment.

- FT and RPT Nurses: \$5,000
- RPT3, RPT2, Relief/Per Diem and Casual Nurses: \$3,000

APPENDIX B

SANTA ROSA MEMORIAL HOSPITAL

Wage Increases

Staff Nurse Rates

Description	Step	Effective on 9/27/2015	Effective on 9/25/2016	Effective on 3/26/2017
SNA - Staff Nurse I	1	48.49	49.46	50.45
SNA - Staff Nurse II	1	51.03	52.06	53.11
SNA - Staff Nurse II	2	53.59	54.67	55.77
SNA - Staff Nurse II	3	56.27	57.40	58.55
SNA - Staff Nurse II	4	59.08	60.27	61.48
SNA - Staff Nurse II	5	62.03	63.28	64.55
SNA - Staff Nurse II	6	65.13	66.44	67.77
SNA - Staff Nurse II	7	66.76	68.10	69.47
SNA - Staff Nurse II	8	68.43	69.80	71.20
SNA - Staff Nurse III	1	53.59	54.67	55.77
SNA - Staff Nurse III	2	56.27	57.40	58.55
SNA - Staff Nurse III	3	59.08	60.27	61.48
SNA - Staff Nurse III	4	62.03	63.28	64.55
SNA - Staff Nurse III	5	65.14	66.45	67.78
SNA - Staff Nurse III	6	68.39	69.76	71.16
SNA - Staff Nurse III	7	70.10	71.51	72.95
SNA - Staff Nurse III	8	71.86	73.30	74.77
SNA - Staff Nurse IV	1	56.27	57.40	58.55
SNA - Staff Nurse IV	2	59.08	60.27	61.48
SNA - Staff Nurse IV	3	62.03	63.28	64.55
SNA - Staff Nurse IV	4	65.13	66.44	67.77
SNA - Staff Nurse IV	5	68.39	69.76	71.16
SNA - Staff Nurse IV	6	71.81	73.25	74.72
SNA - Staff Nurse IV	7	73.61	75.09	76.60
SNA - Staff Nurse IV	8	75.45	76.96	78.50

Staff Nurse Rates - Procedural Units

Applies to Nurses working in GI, PACU/Recovery, Cath Lab nurses covering both the Cath Lab and Interventional Radiology and the OR

Description	Step	Rates for Procedural Units Effective on 9/27/2015	Rates for Procedural Units Effective on 9/25/2016	Rates for Procedural Units Effective on 3/26/2017
SNA - Staff Nurse I	1	50.92	51.94	52.98
SNA - Staff Nurse II	1	53.59	54.67	55.77
SNA - Staff Nurse II	2	56.28	57.41	58.56
SNA - Staff Nurse II	3	59.09	60.28	61.49
SNA - Staff Nurse II	4	62.04	63.29	64.56
SNA - Staff Nurse II	5	65.14	66.45	67.78
SNA - Staff Nurse II	6	68.40	69.77	71.17
SNA - Staff Nurse II	7	70.11	71.52	72.96
SNA - Staff Nurse II	8	71.86	73.30	74.77
SNA - Staff Nurse III	1	56.28	57.41	58.56
SNA - Staff Nurse III	2	59.09	60.28	61.49
SNA - Staff Nurse III	3	62.04	63.29	64.56
SNA - Staff Nurse III	4	65.14	66.45	67.78
SNA - Staff Nurse III	5	68.40	69.77	71.17
SNA - Staff Nurse III	6	71.81	73.25	74.72
SNA - Staff Nurse III	7	73.61	75.09	76.60
SNA - Staff Nurse III	8	75.45	76.96	78.50
SNA - Staff Nurse IV	1	59.08	60.27	61.48
SNA - Staff Nurse IV	2	62.04	63.29	64.56
SNA - Staff Nurse IV	3	65.14	66.45	67.78
SNA - Staff Nurse IV	4	68.40	69.77	71.17
SNA - Staff Nurse IV	5	71.81	73.25	74.72
SNA - Staff Nurse IV	6	75.41	76.92	78.46
SNA - Staff Nurse IV	7	77.29	78.84	80.42
SNA - Staff Nurse IV	8	79.23	80.82	82.44

APPENDIX CSUMMARY OF LEAVES OF ABSENCE

This chart summarizes the terms and conditions that apply to Medical, Pregnancy, Family Leave, Workers' Compensation, Military, and Personal Leaves of Absence.

Type of Leave	Eligibility	Basis for Approval	Length of Leave	Compensation & Benefits	Return from Leave
Medical Disability 477	Following 90 calendar days of employment for emergency medical conditions. After one year of employment, for all medically necessary reasons, except pregnancy-disability. All employees, regardless of work category.	Medical leave is required for absence of more than seven (7) days; if approved, leave starts first day of absence; if denied, leave and compensation stops. Certification of a serious health condition by a Health care Provider, as defined by the US Department of Labor. Except in emergency, approval of leave requires thirty (30) calendar days' advance written notice.	Maximum of six (6) months, or period of time PTO/ is integrated with SDI, in a rolling twelve (12) month period measured backward from the date the leave of absence commences, whichever is longer. For PTO, and if treating physician differs with SDI as to disability, Hospital to obtain second physician for a second and determinative opinion. <u>See Note 8</u>	Accrued Paid Time Off (PTO) must be used and is integrated with SDI. It starts at the commencement of leave, and is used for consecutive regularly scheduled workdays until exhausted (PTO may be pre-paid by Hospital at start of leave and in advance of formal SDI determination). Upon request by the Nurse, PTO will be integrated with SDI. (See Note 5). SDI eligibility for use of PTO not required for first week of absence, if not hospitalized. If the length of the leave will be less than 15 days, application for SDI is not required. Health Insurance benefits will continue under the same conditions that coverage would have been provided if the Nurse had not gone on a Medical Disability Leave, for a maximum of six (6) months.	Less than 180 calendar days: Same shift, Department, and classification. 180 calendar days or more: Endeavor to assign to same Department, shift, and classification, but other employees are not involuntarily reassigned in order to do so Hospital will attempt to provide coverage for employee, and if successful, returned to same Department, classification and/or shift. 6 months or more of leave time (in Leave Year or consecutive) for Medical, Pregnancy-Disability, Family Care, WC, and/or Personal Leave(s). Return subject to vacancy in Department and classification, for which employee is qualified. <u>See Note 6</u>

Type of Leave	Eligibility	Basis for Approval	Length of Leave	Compensation & Benefits	Return from Leave
Family Leave 478	<p>One year of service and 1244 hours worked in the twelve (12) months preceding the commencement of the leave of absence.</p> <p>All employees regardless of work category.</p>	<p>Employee needed to care for spouse, child, parent or legally domiciled member and his/her dependent children with serious health condition or within one year after birth, placement, adoption, or change in legal custody of child.</p> <p>Medical certification(s) may be required.</p> <p>Except in emergency, requests for leave require thirty (30) calendar days' written notice.</p>	<p>12 weeks within a Leave Year, which is a rolling twelve (12) month period measured backward from the date the leave of absence commences</p> <p>Family Leave may be used in increments of one day in accordance with Family Leave regulations and as defined by the physician medical certification.</p> <p><u>See Note 8</u></p>	<p>The Nurse may use PTO for family leave to care for spouse, child, parent or legally domiciled member and his/her dependent children with serious health condition or to care for newly born or adopted child, as provided by applicable state and federal law up to a maximum of 50% of accrual rate earned per calendar year based on RPT status.</p> <p>When used, PTO starts at beginning of leave, and is used consecutively thereafter for regularly scheduled work days until exhausted - PTO also is used for leave time after first two weeks unless employee elects not to do so. <u>See Note 5.</u></p> <p>Health insurance benefits will continue under the same conditions that coverage would have been provided if the Nurse had not gone on a leave for the duration of the Family Medical Care Leave.</p>	<p>12 weeks or less in Leave Year: Same shift, Department, and classification.</p> <p>More than 12 weeks in Leave Year: Endeavor to assign to comparable position, but other employees are not involuntarily reassigned in order to do so. Hospital will attempt to provide coverage for employee, and if successful, will be returned to same Department, classification, and/or shift.</p> <p>6 months or more of leave time (in Leave Year or consecutive) for Medical, Pregnancy-Disability, Family Care, WC, and/or Personal Leave(s). Return subject to vacancy in Department and classification, for which employee is qualified.</p> <p><u>See Note 6</u></p>

Type of Leave	Eligibility	Basis for Approval	Length of Leave	Compensation & Benefits	Return from Leave
Pregnancy Disability 479	As of the first day of employment. All female employees regardless of work category.	Based on employee's own medical disability due to pregnancy/ childbirth. Pregnancy leave is required for absence of more than two weeks; if approved, leave starts first day of absence. Except in emergency, approval of leave requires thirty (30) calendar days' written notice.	Maximum of six (6) months, or period of time that PTO is integrated with SDI, whichever is longer. For PTO, and if treating physician differs with SDI as to disability, Hospital to obtain second physician for a second and determinative opinion.	Paid Time Off (PTO) may be used, and is integrated with SDI. Integration starts at the commencement of pregnancy leave, and is used for consecutive regularly scheduled work days until exhausted (PTO may be prepaid by Hospital at start of leave and in advance of a formal SDI determination). (See Note 5.) SDI eligibility for use of PTO not required for first week of absence, if not hospitalized. If the length of the leave will be less than 15 days, application for SDI is not required. Health Insurance benefits will continue under the same conditions that coverage would have been provided if the Nurse had not gone on a Pregnancy Disability Leave for up to six (6) months.	Less than 180 calendar days: Same shift, Department, and classification. 180 calendar days or more: Endeavor to assign to same Department, shift, and classification, but other employees not involuntarily reassigned to do so. Hospital will attempt to provide coverage for employee. If successful, will be returned to same Department, classification, and shift. 6 months or more of leave time (in Leave Year or consecutive) for Medical, Pregnancy-Disability, Family Care, WC, and/or Personal Leave(s). Return subject to vacancy in Department and classification, for which employee is qualified. See Note 6

Type of Leave	Eligibility	Basis for Approval	Length of Leave	Compensation & Benefits	Return from Leave
<p>Workers' Comp Disability</p> <p>480</p>	<p>All employees as of first day of employment, regardless of work category.</p> <p>Where medically necessary for work-related injury or illness.</p> <p>Injury/illness which is not job-related, is handled under "Leave of Absence - Medical."</p>	<p>Satisfactory medical proof/documentation (in conformity with state law).</p> <p>Written request for leave must be submitted if to be absent for more than two weeks.</p>	<p>Determined on case-by-case basis.</p> <p>Thirty (30) calendar days with verification from physician and every thirty (30) calendar days thereafter.</p> <p><u>See Note 8</u></p>	<p>Accrued Paid Time Off (PTO) pay may be used and is integrated with temporary WC benefits. It starts at the commencement of leave, and is used for consecutive regularly scheduled workdays until exhausted. <u>See Note 5</u></p> <p>Use of PTO during leaves requires eligibility for WC.</p> <p>Hospital-continuation of healthcare coverage (for benefited employees who are on approved Workers Compensation Leave occurs for a maximum of up to twelve (12) months.</p>	<p>Less than 180 calendar days: Same shift, Department, and classification.</p> <p>180 calendar days or more: Endeavor to assign to same Department, shift, and classification, but other employees not involuntarily reassigned to do so. Hospital attempts to provide coverage for employee and if successful, employee will be returned to same Department, classification, and shift.</p> <p>6 months or more of leave time (in Leave Year or consecutive) for Medical, Pregnancy-Disability, Family Care, WC, and/or Personal Leave: Return subject to vacancy in Department and classification for which employee is qualified.</p> <p><u>See Note 6</u></p>
<p>Military</p> <p>481</p>	<p>As of first day of employment.</p> <p>All employees, regardless of category.</p>	<p>Verification from U.S. Military.</p>	<p>Depends upon specific form that service takes: for example, reservist on active duty, reservist on training, drafted or enlisted veteran.</p>	<p>In accordance with federal law.</p>	<p>In accordance with federal law.</p>

Type of Leave	Eligibility	Basis for Approval	Length of Leave	Compensation & Benefits	Return from Leave
Extended Personal 482	All employees after one year of continuous service, regardless of work category.	In Hospital's discretion; is for extraordinary circumstances. Request for leave must be submitted 30 calendar days in advance for absence of more than one week, except in an emergency.	As approved by Hospital up to a maximum of 90 calendar days in a rolling twelve (12) month period measured backward from the date the leave of absence commences in a rolling twelve (12) month period.	With approval of Hospital, PTO may be used. If approved, PTO starts at commencement of leave, and is used thereafter for consecutive regularly scheduled work days until exhausted. See <u>Note 5.</u>	If less than 30 calendar days: •Return to same shift, classification, Department. If 30 calendar days or more, endeavor to return to same shift, classification, Department, but the Hospital shall not be required to involuntarily reassign any employees in order to do so. 6 months or more of leave time (in Leave Year or consecutive) for Medical, Pregnancy-Disability, Family Care, WC, and/or Personal Leave: Return subject to vacancy in Department and classification for which employee is qualified. See <u>Note 6</u>
Educational 483	All employees after one year of continuous service, regardless of work category. (But see Article IX, E, for Continuing Education leave.)	In Hospital discretion. Request for leave must be submitted 30 calendar days in advance.	As approved by Hospital, up to a maximum of two years.	With approval of Hospital, PTO may be used. If approved, PTO starts at commencement of leave, and is used thereafter for consecutive regularly scheduled work days until exhausted.	If less than 30 calendar days: •return to same shift, classification, Department If more than 30 calendar days, return may be subject to vacancy in Department and classification for which employee is qualified. See <u>Note 6</u>

NOTES:

1. Leave is defined to include paid and unpaid time off.
2. Seniority is adjusted for the full period of the unpaid portion of the leave once it exceeds 30 calendar days.
3. During the unpaid portion of a leave, no benefits are accrued. Health, life and long-term disability insurance go to self-pay basis as of the date of ineligibility for Hospital-paid coverage. "Healthcare continuation" means a continuation of Hospital payments towards health coverage, and does not include Hospital payment of life, long term disability, or other benefits."
4. Any leave time taken that qualifies under the federal Family and Medical Leave Act and/or California's Family Rights Act, as amended, will be counted against an employee's entitlement, to leave time (and to healthcare continuation, if applicable), under both laws.
5. Nurses wishing to use PTO must indicate on their initial leave request form. The initial leave form will advise Nurses of their option to use or not use PTO and will include the information contained in this footnote #5. Where PTO is used, it must commence at the start of the leave); be taken consecutively thereafter for regularly scheduled workdays, for the duration of the leave, and be integrated with SDI, if applicable. For purposes of PTO use during intermittent or reduced schedule leave, "2 weeks" means 80 hours for full-time, 64 hours for RPT 4, 48 hours for RPT 3, and 32 hours for RPT 2.
6. A Nurse returning from a leave who is not returned to the same department, classification, and shift held at the start of the leave shall be assigned to the first available opening in the department, classification, and shift which occurs following the Nurse's return from leave, provided the Nurse so elects in writing when the Nurse returns from leave.
This provision shall take precedence over all other provisions in this Agreement. The sole exception is that where a Reduction in Force has occurred under Article XII during the Nurse's Leave of Absence, his or her return shall be determined by the provisions of Article XII and not by this Footnote 6 (Article XII C.5d).
7. In the event a Nurse has already returned to work in an alternative position (e.g. Relief) in lieu of layoff, she/he shall retain her/his right to recall.
The Family Leave provisions of the Appendix that are specifically covered by the Family Rights Acts will be revised as necessary to conform to further enacted legislation and regulations.
8. Intermittent or reduced schedule leaves due to the serious health condition of a parent, spouse, child or legally domiciled member and his/her dependent children, or of the Nurse, are approved if medically necessary, and subject to the requirement that the Nurse attempt to accommodate or schedule necessary absences around the Nurse's schedule, where medically feasible to do so. Intermittent and reduced schedule leaves as just described do not apply to absences for the birth, adoption, or placement of a child, and the minimum duration for such leaves is as described in Paragraph 474, for "Length of Leaves."
9. To the extent that applicable state or federal law impose greater obligations that what is set forth in the grid above, those laws shall be complied with.

APPENDIX D

SRMH CLINICAL LADDER PERFORMANCE CRITERIA

Leadership Activities: (See Clinical Ladder Guidelines for more details on each performance criteria):

1. Certification. Completes and maintains two certifications. Examples: ACLS, PALS, TNCC, IABP, CRRT, CCRN, CEN, OCN, etc.
2. National Certification – Complete and/or maintain one national certification Examples : CCRN, CEN, OCN etc. – see list in Article IX (5)(e)
3. Clinical Expert. Effective 6/01/07, completes two (2) narratives which each contain reference to three (3) of Benner’s seven domains of nursing: The helping role, the teaching-coaching function, the diagnostic and monitoring function, effective management of rapidly changing situations, administering and monitoring therapeutic interventions and regimens, monitoring and ensuring the quality of health care practices and organizing and work-role competencies. These narratives will describe clinical situations, which the Nurse believes were positively impacted by the Nurse’s practice and include how the Nurse thinks her/his actions may have differed from someone with less experience.
4. Community Service. Ongoing community involvement with a recognized organization or activities within the primary or secondary service area of SRMH that are previously approved by the nurse manager. Examples: a) volunteer fire department, Red Cross, Catholic Charities, Meals on Wheels, Interfaith Shelter Network, etc., b) serves as foreign language interpreter in the work setting on a regular basis. (Limited to one criteria.)
5. Cross-Trained. Is oriented to and maintains cross-trained skills in another department or specialty. Must work a minimum of twenty-four (24) hours each quarter or ninety-six (96) hours per year (provided that one-third of the hours are worked in a six-month period) in that department or specialty to meet criteria. Examples: a) able to float and function independently in another department other than their regular home department, b) the CCD nurse is cross-trained to care for CV patients. Maintaining cross-trained skills and working the minimum hours per quarter in two departments counts as two (2) criteria. (Limited to two (2) criteria.) Examples: Able to float and function independently in another department other than their home department,

- a. The CCD Nurse is cross-trained to care for CV patients,
- b. The ED (Emergency Department) Nurse is cross-trained to care of CCD patients. Cross training credit will be given to ED Nurses assigned to care for CCD patients awaiting a Critical Care bed given that:
 1. An admit order is written
 2. The cross-training hours only begin when the patient is awaiting transfer,
 3. The ED nurse demonstrates basic CCD competencies (to be agreed upon between the Association and the Hospital) prior to application and annually to Critical Care Educator that aren't already demonstrated as part of the ED competencies.
 4. Patient information (including SV#), the time that the admit order was written and the time waiting for transfer shall be documented by the Nurse.
6. Special Projects. Special projects previously approved by the Nurse Manager. These projects must have measurable objectives, result in a benefit to patient/families and/or the department/hospital and either have a beginning and an end or be ongoing with measurable progress. Ongoing projects must be validated and reapproved by the Manager annually.
7. Department / Hospital Committee. Actively participates in unit-based or hospital-wide committee / council / task force with 75% attendance as long as:
 - a. The Nurse has a particular expertise related to the function of the committee/council/task force and/or
 - b. The committee/council/taskforce's function is relevant to the Nurses department. Manager approval of committee membership will be required if that department already has nurse representation on that committee. If active in two committees, may count as two criteria. The Nurse must submit a written description of her/his role on the committee and her/his contribution to the committee at the time of application/reapplication. Attendance at approved committee/council/taskforce meetings will be paid at the RN's base wage rate plus applicable shift differential normally applicable to the Nurse.

8. Education. Has an advanced practice degree or certificate in nursing (examples: MSN, NP, clinical nurse specialist) or a BSN with a masters degree (examples: BSN with MPA or BSN with MBA). Completes six college/university credits per year in healthcare program. Includes prerequisites toward a healthcare program. (Limited to one criteria.)
9. Lead Nurse (RNs only). Must serve as Lead Nurse at least 25% of the time worked. (Only Relief Lead Nurses are eligible to use this criteria as of 6/1/07).
10. Precepting. Functions as preceptor for two students or new nurses to the department / specialty per year. Precepting four new nurses or students a year counts as two criteria. Must have documented attendance at preceptor class within the law four (4) years to precept.
11. Teaching. Organize and provide three different educational offerings or participate in teaching three different classes per year for department. Organize and provide one hospital-wide workshop per year.
12. Mentoring. Commits to the identified Nurse to be mentored for at least one (1) year. Contacts the mentored Nurse at least monthly and documents the dates of contact. Agree on goals of the mentoring process with the Nurse being mentored. Discuss and document progress toward those goals at least monthly.

**SRMH RN CLINICAL LADDER
EVALUATION FORM**

Name: _____ Unit: _____ Date: _____

Check those that apply (three for SNIII, five for SNIV)

- Certification (requires two certifications to meet criteria)

1) _____ Date _____

2) _____ Date _____

- National Certification (requires one national Certification to meet criteria)

- Clinical Expert

Narrative 1- date completed:

Narrative 2- date completed:

- Community Service

Organization/activity _____

Role played/contribution _____

- Cross-Trained

Other department/specialty in which you are oriented to and maintain cross-trained skills.

Must work a minimum of twenty-four (24) hours each quarter in that department or ninety-six (96) hours per year (provided that one-third of the hours are worked in a six-month

period) or specialty to meet criteria, limited to (2) criteria.

Department _____ Dates _____

Department _____ Dates _____

Special Projects

Department/Hospital Committee

75% attendance required. May count as one or two criteria.

Committee/Taskforce _____

Attendance dates _____

Contribution(s) _____

Committee/Taskforce _____

Attendance dates _____

Contribution(s) _____

Education

Complete one option (A, B or C). Limited to one criteria.

A) Advanced practice degree/certificate _____ Date _____

B) BSN (date) _____ and masters degree _____ Date _____

C) College/University _____

Course _____ # of credits _____ Dated completed _____

Course _____ # of credits _____ Dated completed _____

Lead Nurse (RN's only)

Precepting

Two new nurses or students a year per criteria. Maximum two criteria. Must have documented attendance at preceptor class within the last four (4) years to meet criteria.

- 1) Nurse/student name _____
Date(s) and shift(s) _____
- 2) Nurse/student name _____
Date(s) and shift(s) _____
- 3) Nurse/student name _____
Date(s) and shift(s) _____
- 4) Nurse/student name _____
Date(s) and shift(s) _____

- Teaching (Three required for classes/in-services, one for hospital workshop)
Class/in-service/workshop _____
Date(s) provided _____
Contribution _____

Class/in-service/workshop _____
Date(s) provided _____
Contribution _____

Class/in-service/workshop _____
Date(s) provided _____
Contribution _____

- Mentoring Commit to Mentor a Nurse for at least 1 year
Identify Nurse being mentored _____
Goals for this year _____
Dates of monthly contact with nurse _____
Documentation of monthly progress _____

SIGNATURES

I agree that all above information is true.

Staff nurse _____ Date _____

I support advancement to SNIII _____ or SNIV _____ as of date _____

Manager _____ Date _____

Director _____ Date _____

APPENDIX E

NURSING DEPARTMENTS

Departments are defined as Neuroscience, Orthopedics, General Surgical, Pediatrics, Telemetry-4 North, Telemetry-4 West, Oncology, Perinatal Services, Critical Care, Surgical Services, Peri-Op Services, Emergency, Angiocardiology, Endoscopy, EASE, Case Management, Patient Care Services, Professional Practice and Innovation, Radiology, Electrophysiology, Acute Rehabilitation, Ambulatory Surgery Center, and Urgent Care Centers (Rohnert Park, Santa Rosa and Windsor).

APPENDIX F

SCHEDULING RECOMMENDATIONS AND CATEGORIES & HOURS FOR NURSES

The Hospital and Staff Nurses' Association will continue discussions relative to scheduling recommendations and increased flexibility in categories and hours of work for Nurses.

APPENDIX G

Side Letter Relief Nurse Group A and D

Relief Nurses in Group A or D, as of the date of ratification of this Agreement, shall remain in those relief categories. Relief Nurse Group A and D availability requirements are set forth below. The provision(s) set forth in the Agreement shall apply to all Relief Nurses, including those in Group A and D, unless such provision(s) are inconsistent with this Letter of Agreement.

A. Availability Requirements

The Hospital reserves the right to terminate a Relief Nurse's employment if she/he consistently does not comply with the minimum availability requirements listed below.

Relief Nurse Group A: Relief Nurses hired before June 22, 1980, and Regular Nurses who converted to Relief status before June 22, 1980, will be required to work:

1. Every third (3rd) weekend; and
2. One shift in a three (3) week period; and
3. One (1) major and one (1) minor holiday each calendar year.

The Nurse must be available a minimum of four (4) times per month for departments that normally close on the weekend (e.g. Endo, CathLab, Peri-Op). For departments that close on recognized holidays, the Nurse must be available for shifts one (1) day prior to or one (1) day after one (1) major and one (1) minor holiday.

Relief Nurse Group D: Relief Nurses hired before June 22, 1980, and Regular Nurses who converted to Relief status before June 22, 1980, will be required to work:

1. Every third (3rd) weekend; and
2. One (1) major and one (1) minor holiday each calendar year; and
3. Five (5) shifts each four (4) week scheduling period in addition to the requirements set forth in (1) and (2) above.

The Nurse must be available a minimum of four (4) shifts per month for departments that normally close on the weekend (e.g. Endo, CathLab, Peri-Op). For departments that close on

recognized holidays, the Nurse must be available for shifts one (1) day prior to or one (1) day after one (1) major and one (1) minor holiday.

Only Relief Groups A and D may convert to other Relief groups and return to Group A or D.

B. Compensation and Benefits

Relief Nurses designated as Group A who meet the availability requirements will be paid a differential of twenty percent (20%) above the base hourly rate in lieu of all fringe benefits. Relief Nurses designated as Group D, who meet the specified availability requirements, will be paid a differential of twenty-five percent (25%) above the base hourly rate in lieu of all fringe benefits. In the event healthcare reform requires the hospital to provide medical benefits to Nurses covered by this paragraph, the Association agrees to discuss modification of the differential set forth herein.

APPENDIX H

LEAD NURSE JOB DESCRIPTION

<p>St. Joseph Health System – Sonoma County <u>STAFF NURSE JOB DESCRIPTION LEAD NURSE</u></p>
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Job Summary:

Acts to promote the quality of patient care in the department/unit and serves as role model for professional nursing practice. Utilizes direct patient care experiences to lead staff in providing safe, effective delivery of care. Coordinates clinical activities of staff to contribute to regulatory compliance and continuity of patient care.

Essential Functions: Describe the 5-15 duties / responsibilities that must be performed by this position.

1. Organizes clinical delivery of care
2. Effectively monitors expected clinical outcomes
3. Acts as a role model for team approach to deliver patient care
4. Assumes responsibility for personal professional development and practice
5. Delegates shift tasks to appropriate personnel
6. Responds to others in a timely manner and maintains accessibility
7. Attends bed control meetings
8. Ensures that patient acuity data is collected and forwarded appropriately
9. Anticipates and plans for admissions
10. Works with case managers in planning discharge/transfer
11. Determines patient care assignments based on clinical competencies, patient acuity and Title 22 ratio regulations
12. Assesses competencies of float, traveler and registry nurses
13. Utilizes chain of command to resolve issues
14. In collaboration with manager/shift administrator assures adherence to staffing criteria per Title 22 regulations, acuity data and matrix for current shift and anticipates/plans for next shift(s) as applicable

Additional Responsibilities: List infrequently performed and non-essential tasks. The statement "Performs other duties as assigned" may be included here.

Knowledge / Skills / Abilities: List the knowledge, skills, and abilities required to perform the essential functions of this position.

- Has a strong working knowledge of unit and clinical knowledge of patient population
- Has exceptional organizational skills

- **Leadership skills which foster quality patient care**
- **Has exceptional verbal skills**
- **Fosters collegial relationships with physicians and ancillary staff**
- **Demonstrates effective use of verbal, non-verbal and written communication skills**
- **Demonstrates the ability to work in an organized and structured manner that consistently meets established goals and objectives**

Additional Position Qualifications/Minimum Requirements: List *the following qualifications required for this position:*

- **Experience:** Six months on unit **or** previous related experience **or** functional at SN III level
- **Training:** Will train

The above statements are intended to describe the general nature and level of work being performed.

They are not intended to be construed as an exhaustive list of all responsibilities.

I have read and understand this position description.

Employee's Signature

Date Signed

APPENDIX I

PEDIATRICS DEPARTMENT SIDE LETTER

Pediatric staff Nurses may be assigned to care for the adult patients in Women and Children's Services so long as they have documented competencies to care for those patients. The Hospital shall provide appropriate training to ensure that Nurses have those competencies. Adult patients in Women and Children's Services shall meet criteria that preserve pediatric patient safety. Those criteria will be established by the Hospital with input from staff and physicians. If a Pediatric Nurse(s) disputes whether a particular adult patient meets the criteria, there shall be an immediate review by a member of the Hospital Administration to determine the continued presence of the adult patient. Pediatric nurses will not be required to float out of Women and Children's services.

APPENDIX J

SAFE PATIENT HANDLING/WORK ENVIRONMENT

The Hospital is committed to maintaining a safe and healthful work environment that includes a commitment to provide Nurses with the tools and resources to promote safe patient handling. This includes safe patient handling through the use of patient transfer devices including but not limited to SLIPPs, AIR PALZ/EZ Matt system, Gait Belts, VANDELIFTS, and VERA LIFTS. Additionally appropriate equipment for patient transfers shall be available including those for bariatric patients.

The Hospital shall implement and maintain a Safe Patient Handling policy.

Staff will be appropriately trained to assist with patient handling. Additionally, the Hospital requires that all Nurses attend a Work Safe Patient Handling course every two years as a competency requirement.

Nurses will attend trainings and utilize equipment provided to them in order to promote a safe work environment.

There shall be appropriately trained staff dedicated both to the transport of patients and the assistance of Nurses with patient handling, in accordance with the Safe Patient Handling policy as follows: a) there shall be two (2) staff scheduled Monday-Friday for eight (8) hour shifts with a maximum combined coverage of 14 hours and b) there shall be one (1) staff scheduled on Saturday and Sunday for eight (8)hour shifts. The provisions of this paragraph shall be in effect for the duration of this Agreement only and shall be reassessed during negotiations for a successor Agreement.

The Hospital and Staff Nurses' Association agree that, when referring to the scheduling of the transport/patient handling assistive staff, the Hospital will make every effort to replace such staff who are on pre-scheduled approved time off (eg: Medical Leave, scheduled PTO, etc.). The Hospital will make reasonable efforts to replace staff on unscheduled absences.

Such staff shall assist with the transport of patients as well as assist Nurses with repositioning, ambulating and transfer of patients with mobility challenges.

If during the term of this Agreement, the California Legislature passes legislation addressing patient lifting, this provision will be modified to include the specific requirements and obligations of such legislation.

The Hospital shall consult with the affected Nurses and SNA prior to making significant changes in the work environment and/or introducing equipment that will be used by Nurses when the proposed changes or equipment may pose a potential risk to either the health or safety of the Nurses.

The staffing commitments made by the Hospital above shall be subject to any collective bargaining agreements or obligations that the Hospital may have with any labor organization representing such staff.

APPENDIX K

SIDE LETTER OF AGREEMENT BENEFIT CHANGES

1. **Paid Time Off (PTO)**

Up to December 31, 2015, regular full time and part-time Nurses shall accrue the following amounts of earned time off each two-week pay period, based upon actual hours paid including over time and double time and call-back, up to a maximum of 80 hours per pay period:

Service Requirement (# of Years)	PTO Hours Accrued for each Paid Hour
1-2	.09615
3-5	.11538
6-14	.13462
15+	.15

2. The Disability Reserve benefit and all existing DR accrual balances will be eliminated effective November 1, 2015.

A Nurse on a leave of absence on September 15, 2015 may continue to use their disability reserve until they return to work.

Nurses will retain their accrued disability reserve as of September 15, 2015 provided the Nurse must have applied for a leave by October 31, 2015, and leave must commence no later than November 30, 2015.

3. **Paid Disability Reserve**

a. **Purpose**

Disability Reserve is to prevent loss of income when a Nurse is out for an extended illness or disability while receiving healthcare, is sick or disabled. In addition, as required by California law and applicable hospital policy, an employee may be eligible to use up to one-half of their annual Disability Reserve accrual to take time off to care for an ill child, parent, spouse, or legally

domiciled member (LDM) or a child of a legally domiciled member (LDM).

b. **Eligibility**

All full-time and regular part-time Nurses are eligible to accrue disability reserve benefits.

c. **Accrual**

Disability Reserve benefits will accrue at a rate of .0269 per hours worked including over time and double time, up to a maximum of 80 hours per pay period.

d. **Maximum Accrual**

Nurses may not accrue more than 480 hours of Disability Reserve. Disability Reserve hours will stop accruing until the balance falls below 480 hours.

Disability Reserve benefits are not considered vested benefits and, thus, are not paid out at the time of separation of employment.

e. Use of Disability Reserve

- (1) Except as listed above, Disability Reserve may be used after the Nurse has been absent from work for seven (7) consecutive calendar days due to their own illness, injury or disability or for their child, parent, spouse or LDM or child of LDM.
- (2) Disability Reserve may be used immediately on the first day of hospitalization and/or for out-patient surgery conducted at a surgery center.

4. **Retiree Medical**

Up to February 29, 2106, Nurses will be eligible to receive a Retiree Health Care Account established by the Hospital according to the terms below. This plan will be discontinued March 1, 2016.

- a. In order to be eligible for any benefits described in paragraph 2, the Nurse must have at least ten (10) full years of continuous service in a benefitted position.
- b. "Years of continuous service" shall consist of full years of continuous service with the Hospital and other St. Joseph Health System hospitals, if applicable.
- c. The Retiree Health Care Account ("Account") for individual nurses will be comprised of the following monies, based on the Nurse's age at retirement and years of continuous service:
 - Nurses who retire after age sixty (60) with at least twenty (20) years of continuous service will have an account established of \$11,000.
 - Nurses who retire after age sixty one (61) with at least twenty (20) years of continuous service will have an account established of \$13,000.
 - Nurses who retire after age sixty two (62) with at least twenty (20) years of continuous service will have an account established of \$15,000.
 - Nurses who retire after age sixty three (63) with at least twenty (20) years of continuous service will have an account established of \$17,000.
 - Nurses who retire after age sixty four (64) with at least twenty (20) years of continuous service will have an account established of \$19,000.
 - Nurses who retire after age sixty five (65) with at least twenty (20) years of continuous service will have an account established of \$21,000
 - Nurses who retire after age sixty five (65) with at least fifteen (15) years of continuous service will have an account established of \$15,000,
 - Nurses who retire after age sixty five (65) with at least ten (10) years of continuous service will have an account established of \$11,000.

d. The accounts described above may be used as reimbursement for qualifying medical expenses or premiums for the nurse and/or the nurse's spouse or registered domestic partner. The account terminates at the earlier of the death of the nurse or when the monies in the account are depleted.

5. **Serving Standby:**

Current Nurses (on the date of ratification of this Agreement) who are at least sixty (60) years of age will have a one-time option to declare whether they want to remain exempt from standby (on-call). If a Nurse working in a procedural unit wants to remain exempt from standby (on-call), they will not receive procedural pay.

6. **Retirement Plan:**

Up to December 31, 2015, the Retirement Plan will include a 401(a) to which the hospital contributes: 3% gross earnings for one (1) to six (6) years of credited service, 4% after completion of six (6) years and through the completion of ten (10) years of credited service, 6% after completion of ten (10) years of credited service and through the completion of (14) years of credited service, 7% after completion of fourteen (14) years of credited service through the completion of nineteen (19) years of credited service, 8% after the completion of nineteen (19) years of credited service through the completion of twenty-four (24) years of service, 9% after the completion of twenty-four (24) years of credited service through the completion of twenty-nine (29) years of service and 10% of gross earnings thereafter.