

SRMH Package Proposal: Article VII (Compensation), Article IX (Employee Benefits, PTO, Vacation Scheduling), Article XII (Reduction of Hours, Layoffs and Recall), Article XVI (Patient Advocacy), and Appendix A (Wage Increases)

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.

2. Accrual-Paid Time Off

~~a. Regular full time and part time Nurses shall accrue the following amounts of paid time off through the pay period preceding the first full pay period in January 2023.~~

Year s of Serv ice	Hourly Accrual Rate	Ann ual Accrua l Rate	Maximum PTO Accrual
0-4	.08 860	184	276
5-9	.11 565	240	360
10- 14	.13 500	280	420
15 +	.13 500	280**	420**

~~** 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).~~

~~b.a. Effective the first full pay period in January 2023, PTO will accrue according to the following schedule:~~

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Years of Service	Accrual Rate Per Hour worked	Maximum Earnings Per Pay Period*	Maximum Accrued Hours Per Year**	Maximum PTO Balance
Less than 3 years	0.096125 hour	7.69 hours	200 hours	300 hours
3 to less than 5 years	0.10775 hour	8.62 hours	224 hours	336 hours
5- less than 10 years	0.115375 hour	9.23 hours	240 hours	360 hours
10 to less than 15 years	0.126875 hour	10.15 hours	264 hours	396 hours
15 or more years	0.134625 hour	10.77 hours	280 hours	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.

**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.

~~e.b. Any Nurse with hours over their new PTO maximum balance limits as a result of the January 2023 change in PTO accruals, will have all hours above that limit, plus an additional twenty four (24) hours cashed out so that the Nurse can begin accruing PTO immediately.~~

d.c. 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 his or her 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. There will be no further cashouts after the 2024 cashout elected during the 2023 open enrollment.

5. ~~**PTO Deposit**~~

~~To assist PTO-eligible Nurses in transitioning to the new PTO schedule, the Hospital will credit each benefits-eligible Nurse with ten (10) or more years of service with additional PTO as follows:~~

- ~~a. PTO equal to two (2) shifts of work (for example, an eight (8) hour Nurse would receive sixteen (16) hours of PTO) in April 2022 and~~
- ~~b. PTO equal to two (2) shifts of work in April 2023, except that a Nurse who had 15+ (fifteen plus) years of service as of December 31, 2015 (those in the pre-2023 grandfathered group) will instead receive PTO equal to three (3) shifts of work.~~
- ~~c. Each such deposit will be up to the applicable maximum accrual cap.~~

6.5. **Scheduling of PTO/Vacation**

- a. PTO may be requested in advance in writing using the approved Hospital process or form ~~or form~~ a PAF, and approved in writing by the Nurse's Manager/Director, except for an emergency, illness, or other unusual circumstance.

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- 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~~ the Nurse's full shift length, unless approved by the Nurse's Manager/Director, except for an emergency.
- d. Advance ~~vacation~~ PTO requests are to be submitted by ~~February 1~~ January 15, and the Hospital will post the ~~vacation~~ PTO schedule by ~~April 1~~ February 15. As an exception to this, Nurses who request a ~~vacation~~ PTO for January, February, March or April will submit ~~vacation~~ PTO requests by ~~November~~ October 1 of the previous year. The Manager/Director will confirm the ~~vacation~~ PTO schedule for these months on or before ~~December 15~~ November 1.

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~~ January 15 or ~~November~~ October 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~~ January 15 or ~~November~~ October 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 granted vacation time must use accrued PTO for that purpose. A Nurse who does not have sufficient PTO will only be permitted to take the vacation if consistent with patient care and operational necessity. In determining whether the vacation will be permitted, the Hospital shall give due consideration to whether the Nurse exhausted PTO for reasons beyond her/his control. Examples: 1. The Nurse was forced to take time off due to a disaster (fire, earthquake). 2. The Nurse experienced an unexpected absence due to health reasons. 3. The Nurse works in an area where low volumes require

MROH's beyond the contractual limit.

- 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~~
~~i.h. (30) days' notice must be given before it may be changed unless cancellation is required by a catastrophe.~~

1. **Payment of PTO Upon Termination**

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All PTO hours accrued but not taken shall be paid to the Nurse at the same time the Nurse receives ~~her/his~~ their final paycheck, paid at base rate of pay with applicable shift differentials.

2. **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**

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The following holidays shall be recognized:

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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. Short Term Disability Insurance~~

~~The Hospital will offer benefit eligible Nurses a Voluntary Short Term Disability Insurance (STDI) benefit. Nurses' STDI per paycheck costs will be determined during the 40 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.~~

~~Effective January 2023, the Hospital will offer benefits eligible Nurses a Short Term Disability (STD) benefit at no cost to Nurse. See Appendix B.~~

D.C. 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-and-a-half (2 1/2) 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 leaves of absence including Kin Care).

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:

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- (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 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.
- (2) 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.
- (3) 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.

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- (4) 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.
- (5) 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.

- (6) If a Nurse maintains satisfactory attendance for one year after 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.D. Leaves of Absence

1. Types of Leave

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

- Bereavement/Compassionate Leave
- Medical (for Nurse'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 Nurse disability due to pregnancy or childbirth)
- Short-Term Personal Leave (ELOA for emergency absences)
- Workers' Compensation Leave (for Nurses disabilities due to on-the-job injuries or illness)
- Short Term Disability Leave (effective January 2023)

In addition to these leave entitlements, the Hospital will provide reasonable accommodations, including job-protected unpaid leaves of absence, to Nurses with a disability, regardless of benefits eligibility or length of service, unless the Hospital establishes that doing so would create an "undue hardship" as that term is used in the Americans with Disabilities Act and the California Fair Employment and Housing Act.

2. Leave Provisions

- a. Medical, Short Term Disability, Pregnancy, Workers' Compensation, Family Care, Military, and Extended Personal Leave, see Appendix B.
- 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 contributions will be paid on the same basis as non-represented employees of the Hospital. go to a self pay basis as of the first of the month following the start of the unpaid portion.

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3. **Bereavement/Compassionate Leave**

Regardless of length of service, benefits-eligible Nurses will receive bereavement (compassionate) leave with pay, for scheduled workdays missed due to the death of a family member (defined as current spouse or registered domestic partner, son or daughter, father or mother, brother or sister, stepparent, stepchild, stepbrother or stepsister, grandparent or grandchild, a person who stood in loco parentis (legal responsibility of a person to take on the functions and responsibilities of a parent), or current in-law relationships through marriage or registered domestic partnership of the above). The total leave available to Nurses is five days (prorated for part-time status) in a calendar year. At least once per year, in the case of the death of a loved one who is not a qualifying family member, the Hospital will grant at least one day of PTO or, if PTO is exhausted or unavailable, one day of unpaid time off.

4. **Jury Duty Leave**

- a. **Time Off for Jury Duty**

Nurses called for jury duty on a scheduled workday will be relieved from duty for such shifts. These Nurses must notify their Manager/Director.

b. Compensation

Benefits-eligible Nurses called for jury duty on a scheduled workday will receive their normal straight-time earnings. (Nurses may retain whatever stipend or other amount is paid to them by the Court for their jury service). To receive jury duty pay, the Nurse must notify ~~her/his~~their Manager/Director as soon as ~~she/he receives~~they receive a jury duty summons (normally within 24 hours). The Nurse must provide the original receipt from the Jury Commissioner to her/his manager.

c. 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;

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- (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-Tuition and Certification Reimbursement~~Certifications and Recertifications

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- (1) Nurses shall be eligible to receive reimbursement of qualifying costs up to five thousand two hundred and fifty dollars (\$5,250.00) for full-time Nurses and part-time Nurses in accordance with the Hospital's Education Benefits Policy, as amended from time to time.

If the Hospital increases the tuition reimbursement amount for non-represented employees during the term of this Agreement, the increased tuition reimbursement amount will also be applied to bargaining unit Nurses.

- ~~(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~~

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~~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 Nurse, 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.~~~~

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~~(d) — Chemotherapy/Biotherapy three (3) hours of training every twenty four (24) months.~~

~~Third Trimester Ultrasound one (1) hour of classroom training every twelve (12) months.~~

~~(7) 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 Bonus**

~~(1) Certification bonus pay is a benefit available to all Nurses who have completed their initial probationary period for the purpose of encouraging to become certified and to benefit the Hospital by employing Nurses who hold a range of certified skills and abilities.~~

~~(1)(2) Nurses will receive \$300.00 for the initial national certification and \$250.00 for each subsequent calendar year the national certification is maintained/recertified 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)(3) Additional eCertifications recognized by the American Board of Nursing Specialties for Specialty Nursing Certifications and applicable to a current area of practice will be compensated eligible for this bonus.~~

~~(3)(4) 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, certification, or training session required by the Hospital or department.

(2) If the Hospital requires a Nurse attend a class or training sessions outside of the Nurse's scheduled work hours, the Hospital will reimburse the Nurse for class attendance and all costs associated with the class or training session at her/his base rate of pay.

~~(2)~~(3) Nurses will not be expected to use continuing education leave for mandatory education.

~~(3)~~(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.~~

(5) 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.

g. **Maximum Educational Leave**

Educational leave may be granted to a Nurse after 12 months of employment for a maximum of two (2) years. Such leave will be granted for one continuous period of time, 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. The Hospital shall give due consideration to granting multiple educational leaves that are part of the same course

of study, but each leave must still be separately requested and granted.

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.E. 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 Through Calendar Year 2021~~

~~This section (G) shall be in effect through December 31, 2021; thereafter the provisions of section (H), below, shall govern.~~

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1. Group Health and Prescription Drug Coverage

~~The Hospital will provide group health and prescription drug coverage to eligible Nurses as set forth below. Eligible Nurses shall be offered an EPO, a PPO, a PPO plan that is accompanied with a Health Reimbursement Account (HRA), and a PPO medical plan that is accompanied with a Health Savings Account (HSA). The PPO plans will offer both an in-network and an out-of-network component. The HRA and HSA medical plans will include coverage for autism (applied behavior analysis) services.~~

2. Changes in Carriers, etc.

~~Providence Health Plan will be the administrator and pharmacy benefits manager. 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.~~

3. 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~~

4. 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 Program or Plan.

5. 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.

6. 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 employment in the bargaining unit, retroactive if the Nurse enrolls within the first thirty (30) days of eligibility.

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 child(ren), employee plus spouse, or employee plus family). Per Diem Nurses may enroll in the Health (medical) and Prescription drug benefit plans for employee only coverage at one hundred percent (100%) of the premium cost.

c. Monthly contributions towards EPO medical plan 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 eleven percent (11%) of the premium for the coverage elected

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~~(3) A RPT 3/5 Nurse's contribution shall be seventeen percent (17%) of the premium for the coverage elected~~

~~(4) A RPT 2/5 Nurse's contribution shall be twenty three percent (23%) of the premium for the coverage elected.~~

~~d. Monthly contributions towards PPO health and prescription drug premiums are the following:~~

~~(1) A Full Time Nurse's contribution shall be nine percent (9%) of the premium for the coverage elected.~~

~~(2) A RPT 4/5 Nurse's contribution shall be sixteen percent (16%) of the premium for the coverage elected.~~

~~(3) A RPT 3/5 Nurse's contribution shall be twenty three percent (23%) of the premium for the coverage elected.~~

~~(4) A RPT 2/5 Nurse's contribution shall be thirty (30%) of the premium for the coverage elected.~~

~~e. Monthly contributions towards the HRA medical plan premiums are the following:~~

~~(1) A Full Time Nurse's contribution shall be five percent (5%) of the premium for the coverage elected for themselves, plus eight percent (8%) of the difference between the cost of the Caregiver Only coverage and any coverage elected for their dependent(s).~~

~~(2) A RPT 4/5 Nurse's contribution shall be eight percent (8%) of the premium for the coverage elected for themselves, plus eleven percent (11%) of the difference between the cost of the Caregiver Only coverage and any coverage elected for their dependent(s).~~

~~(3) A RPT 3/5 Nurse's contribution shall be ten percent (10%) of the premium for the coverage elected for themselves, plus thirteen percent (13%) of the difference between the cost of the Caregiver Only coverage and any coverage elected for their dependent(s).~~

~~(4) A RPT 2/5 Nurse's contribution shall be thirteen percent (13%) of the premium for the coverage elected for themselves, plus sixteen percent (16%) of the difference between the cost of the Caregiver Only coverage and any coverage~~

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~~elected for their dependent (s).~~

~~f. Monthly contributions towards HSA medical plan premiums are the following:~~

- ~~(1) A Full Time Nurse's contribution shall be zero percent (0%) of the premium for the coverage elected for themselves, plus eight percent (8%) of the difference between the cost of the Caregiver Only coverage and any coverage elected for their dependent(s).~~
- ~~(2) A RPT 4/5 Nurse's contribution shall be three percent (3%) of the premium for the coverage elected for themselves, plus eleven percent (11%) of the difference between the cost of the Caregiver Only coverage and any coverage elected for their dependent(s).~~
- ~~(3) A RPT 3/5 Nurse's contribution shall be five percent (5%) of the premium for the coverage elected for themselves, plus thirteen percent (13%) of the difference between the cost of the Caregiver Only coverage and any coverage elected for their dependent(s).~~
- ~~(4) A RPT 2/5 Nurse's contribution shall be eight percent (8%) of the premium for the coverage elected for themselves, plus sixteen percent (16%) of the difference between the cost of the Caregiver Only coverage and any coverage elected for their dependent(s).~~

~~g. 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.~~

~~7. Additional HRA and HSA Contribution~~

~~For the 2020 benefits plan year only, Nurses who enroll in either the HRA or HSA medical plan will receive a Hospital contribution in the account associated with the plan of \$925 for single coverage. In addition, the Hospital will provide a contribution of \$1,625 to the HRA or HSA if covering dependent(s).~~

~~8. Working Spouse Surcharge~~

~~Nurses whose spouses or legally domiciled members are eligible to obtain medical coverage through their own employer, but instead choose to participate in Hospital health coverage, will be subject to a spousal surcharge of \$69.23~~

per pay period.

9. 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.~~

10. Revisions to Monthly Contributions

~~The monthly contribution amount used for Nurses on leaves of absence, for Relief Nurses, and for determining the employee contribution under section G-6 above, will be adjusted upward or downward, effective January 1, based on the premiums charged to the Hospital by the healthcare provider. This procedure shall be followed every January 1.~~

H.F. Health and Welfare Benefits For Calendar Year 2022 and Subsequent Years

~~For calendar year 2022 (with open enrollment in 2021) and subsequent years, ¶The Hospital will provide health and welfare programs including the following: Medical, Prescription Drug, Dental, Short Term Disability and Employee Assistance Program. Nurses will also have the opportunity to~~

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participate in voluntary benefits programs including the following: Vision, and AD&D.

Subject only to the specific limitations set forth in ~~Section 3~~, below, Nurses shall participate in the same plans as non-represented Employees, with the same plan design, co-pays, co- insurance, employee contribution, etc. except as modified by this Agreement.

**If contract is not ratified by 10/31/2023, the STD benefit will not go into effect until the second full pay period in February 2024 (the current STD plan will remain in effect until that time) so long as the contract is ratified at least three pay periods prior to that date.

1. Specific Benefits Provisions For Calendar Years 2022-2024.

2.1. For calendar years 2022, 2023 and for the 2024 calendar year with open enrollment in 2023, the Hospital will maintain a PPO plan in addition to the EPO and the HRA/HSA plans. The PPO will have a \$250/\$750 in network deductible and an in-network out-of-pocket maximum of \$1,500/\$3,000 with an additional \$5,100/\$10,200 for pharmacy (both per the current plan design).

3.2. ~~In 2022 and subsequent years~~, Nurse premium contributions for the EPO and the HRA/HSA plans will increase as compared to the prior year, on a blended average basis, by no more than ten percent (10%) per year. ("Blended average" means that the amount charged for some plans may increase by more than ten percent (10%) and the amount charged for others may increase by less than ten percent (10%) in the same year.) The PPO plan premiums will be subject to annual increases, beginning in 2022, of no greater than 15% from the prior year premiums, which increase is calculated separate and apart from the "blended average" applicable to the EPO and the HRA/HSA plans. In addition, Nurses will be subject to the Hospital's working spouse surcharge for employees whose spouses decline qualifying coverage from their employers.

- a. "Full-time" status is defined as Full Time and RPT 4/5 status (i.e., an assigned FTE of 0.75 FTE or greater) and "part-time" status defined as RPT 3/5 and any grandfathered RPT 2/5 Nurse who maintains a commitment of at least 32 hours per pay period. Relief Nurses and other Nurses not meeting the FTE status requirements for health benefits will be offered the option to purchase, for 100% of cost, health coverage for employee only or employee + child(ren) coverage in a health plan option determined by the employer (currently, the HSA plan).

I. Long Term Disability

This section (I) shall be ~~in effect through December 31, 2021~~; thereafter the provisions of the section (J) below, shall govern.

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.~~
- ~~5.3. The Hospital has the option to select and/or change carriers, provided that the above core elements continue to be met.~~

J.G. Long Term Disability Benefits Effective January 1, 2022

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.
2. Base benefit is 60% 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 60% 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 180 days of continuous disability and

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will continue until the disability ends or until age 65, whichever occurs first. (A limited benefit beyond age 65 may be available for Nurses who become disabled after or shortly before reaching age 65.)

4. A \$10,000/month maximum.
5. Regular Nurses will be offered “buy-up” coverage options that include 66.67% of monthly earnings with a \$10,000.00 (ten thousand) per month max.
6. The Hospital has the option to select and/or change carriers, provided that the above core elements continue to be met.

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(RHCA)
- Reject

K.H. Group Life Insurance

1. **Basic Group Life**

Nurses are eligible for basic group life insurance coverage. Coverage will begin the date of hire for those Nurses who are benefits-eligible. 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 Nurse.

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.

L. Retirement Plan Through December 31, 2022

1. **Retirement Plan**

a. **Eligibility and Participation**

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~~Eligible Relief and Regular Nurses will be covered and participate in the St. Joseph Health System current or future Retirement plan (the “Plan”) in~~

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~~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. 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.

- ~~e. The Association's agreement to section L. 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.~~

M.I. Retirement Plan Effective January 1, 2023

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 years of service and satisfaction of eligibility requirements. Participation in the Plan for employer 401(a) contributions is open to Nurses who have attained age eighteen (18), worked one thousand hours (1,000), and are active at the end of the payroll year, as defined by the Plan.

b. Revised Retirement Plan

- 1) The Hospital will offer 401(a) contributions through the 401(k) Plan. The Hospital will contribute for the Nurses a percentage set forth below into the 401(k) Plan based upon the Nurse's eligible compensation.

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- 2) The 401(k) Plan also includes a savings component of the retirement plan, which works in conjunction with the 401(a) contributions. Nurses are immediately eligible to make personal contributions to the 401(k) plan. The Hospital will match employee contributions to the 401(k) at a 50% rate as provided in the schedule below.

Effective January 1, 2023, the Hospital contribution percentages will be:

Years of Service	Employer Match	Employer 401(a) Contributions	Total Employer Contributions
0-4	50% of the first 3% of pay saved	3% of pay	4.5% of pay
5-9	50% of the first 4.5% of pay saved	3% of pay	5.25% of pay
10-14	50% of the first 6% of pay saved	5% of pay	8% of pay
15+	50% of the first 6% of pay saved	6% of pay	9% of pay

- 3) The Hospital's 401(a) contributions will be vested in 25% annual increments over a five (5) year period, with the first 25% vesting after two years of service, and an additional 25% annually thereafter, provided that the Nurse has worked 1000 hours per year each of the five (5) years. Employer match contributions are immediately vested.
- 4) The Plan as outlined 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 M.1. a & b the Retirement Plan set forth 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**

- a. 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.