

LABOR MANAGEMENT AGREEMENT

Between

ST. FRANCIS MEDICAL CENTER

And

**ST. FRANCIS REGISTERED NURSES ASSOCIATION,
UNITED NURSES ASSOCIATIONS OF CALIFORNIA/
UNION OF HEALTH CARE PROFESSIONALS
(UNAC/UHCP)
NUHHCE, AFSCME, AFL-CIO**

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AGREEMENT

This Labor-Management Agreement is made and entered into by and between St. Francis Medical Center of Lynwood, California, hereinafter referred to as the "Employer", and St. Francis Registered Nurses Association and the United Nurses Associations of California/Union of Health Care Professionals, National Union of Hospital and Health Care Employees, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Association or Associations".

100

ARTICLE 1 RECOGNITION AND COVERAGE

- 101 In accordance with the certification issued by the National Labor Relations Board on September 2, 1988, in Case Number 21-RC-18272, the Employer recognizes the Associations as the sole collective bargaining representative to negotiate wages, hours of work, and terms and conditions of employment for covered Registered Nurses.
- 102 The Registered Nurses covered by the Agreement are all Full-time, Part-time, Wage Option and Per Diem Registered Nurses employed by the Employer at its facility located at 3630 East Imperial Highway, Lynwood, California. The Registered Nurse job classifications covered by this Agreement are listed in Appendix A.
- 103 Excluded from coverage are all Administrative, Supervisory and Managerial Registered Nurses. "Supervisory" means that the Registered Nurse has the authority to give, or can effectively recommend, counseling or disciplinary action, or conduct performance evaluations or submit wage or salary recommendations for covered Registered Nurses, or take action such as approving overtime, scheduling Registered Nurses or assigning or approving days off, or other actions associated with supervisory status.
- 104 A Staff Registered Nurse designated to be "in charge" shall not be considered to be a supervisor under this Article, nor excluded from the bargaining unit because of the performance of such charge functions.
- 105 The Employer agrees that during the term of the Agreement it will not challenge the bargaining unit status of any nurse or job classification covered by this Agreement. The Employer further agrees that during the term of this Agreement it will neither claim that any nurse or job classification covered by this Agreement exercises supervisory authority within the meaning of Section 2 (11) of the NLRA, nor assign any nurse such duties for the purpose of removing that nurse from the bargaining unit. Finally, the Employer also agrees that during the term of this Agreement it will not challenge the Union's right to represent any nurse in any job classification covered by this Agreement based on a claim that such nurse is a supervisor within the meaning of the NLRA.

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**ARTICLE 2
MANAGEMENT RIGHTS**

201 Rights of Management

202 The Employer retains, solely and exclusively, all rights, powers, and authority that are not specifically abridged by an express provision of this Agreement.

203 Without limiting the generality of the foregoing, examples as to the rights, powers, and authority retained solely and exclusively by the Employer, and exercised in its discretion, include but are not limited to the following:

204 To manage, direct and maintain the efficiency of its business and personnel; to maintain and control its departments, buildings, facilities and operations; to create, change, combine, or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic, technological, operational or other reasons; to direct the work force, to increase or decrease the work force and/or determine the number of Registered Nurses to be hired or retained and how they are to be assigned; to hire, transfer, promote, demote, suspend, discharge, and to lay off Registered Nurses; to determine staff and establish work standards, schedules of operation and work load; to specify or assign work requirements or overtime; to assign work and decide which Registered Nurses are qualified to perform such work; to schedule and change work hours, shifts and days off; to adopt, revise or delete Employer policies governing the employment of Registered Nurses, including but not limited to rules of conduct and safety and for penalties for violations thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services; to determine the location and relocation of the hospital or any services; to effect technological changes; and to determine the quality of patient services.

205 Dispute Resolution

206 Where the Employer's right, power, or authority is specifically abridged by an express provision of this Agreement, the Associations shall have the right to use the Grievance and Arbitration procedure to challenge an Employer action concerning such right, power or authority, unless the Grievance and Arbitration procedure has been specifically excluded for a particular provision.

207 Supervisory Registered Nurses

208 The Parties agree that supervisory employees have, as a principal function, the supervision and management of the Medical Center. It is also agreed that supervisors may undertake patient care and clinical responsibilities as warranted by business and

patient care considerations. Where the Associations have concerns about the amount of patient care functions performed by supervisory personnel, the Associations may bring such concerns to the attention of the Employer, and the Parties will meet in an effort to resolve same. Disputes concerning supervisory personnel patient care and clinical activities will not be subject to the Grievance and Arbitration Article. This provision shall not be construed as limiting the kind or amount of patient care or clinical responsibilities which supervisors may perform.

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**ARTICLE 3
STRIKES AND LOCKOUTS**

301 During the term of this Agreement neither the Associations, nor their officers, staff representatives, members, or other representatives, nor any covered Registered Nurse, will authorize, instigate, aid, condone, participate in, or engage in any strike, sympathy strike, work stoppage, slowdown, boycott, leafletting adverse to the Employer's interests, informational picketing, or any economic action, interruption or interference with the Employer's work, or in any way impede the business of the Employer.

302 In the event of the occurrence of an unauthorized action, the Associations will notify their member Registered Nurses that such action is unauthorized, and shall order a return to work or cessation of such action by all Registered Nurses.

303 It is further agreed that the Employer shall not engage in any lockout of any unit or of the hospital during the term of this Agreement.

304 Claims by either Party of violation(s) of this Article, including a claim for damages and/or other remedies, shall be subject exclusively to the jurisdiction of the National Labor Relations Board (NLRB) and/or the courts, at the sole election of the individual Party. Claims by either Party of violations are not arbitrable and are not subject to the Grievance and Arbitration Article. Instead of arbitration, either Party may proceed immediately to the NLRB or to the courts, and neither party may take actions that attempt to preclude the other's choice of forum.

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**ARTICLE 4
MEMBERSHIP**

401 Requirements

402 It shall be a condition of employment that all Registered Nurses employed by the Employer as of the ratification date of this Agreement and who have executed a Dues

Authorization Form on or before August 7, 1989 shall become and remain members of the Associations in good standing during the term of this Agreement.

403 All Registered Nurses employed by the Employer as of the ratification date of this Agreement and who have not executed a Dues Authorization Form on or before August 7, 1989 shall have the option to join or to reject membership in the Associations. Those Registered Nurses who elect to be exempt from membership shall have the right to enroll as a member of the Associations at a later date.

404 All Registered Nurses covered by this Agreement and hired on or after its ratification date shall, as a condition of employment and within thirty-one (31) calendar days following the beginning of such employment become and remain a member of the Associations in good standing during the term of this Agreement.

405 For purposes of this Article, membership in good standing is satisfied by:

406 (1) joining the Associations and paying uniform and customary initiation fees, periodic dues, assessments and other fees as may be required of members by the Associations, or;

407 (2) refraining from joining the Associations and instead paying periodic service charges equal to the periodic dues paid by Association members, or;

408 (3) contributing through payroll deductions to charitable organizations under the United Way in an amount equal to the periodic dues uniformly required as condition of membership, if the Registered Nurse has a religious or conscientious objection to joining or financially assisting a labor organization.

409 Maintenance of Membership

410 Registered Nurses who are required hereunder to maintain membership in the Associations in good standing and fail to do so shall, upon proper and lawful notice of such intended action in writing from the Associations to the Registered Nurse and to the Employer, be given thirty-one (31) calendar days notice of termination, or shall be allowed to resign with proper notice.

411 New Employee Notice

412 At the time of employment, a copy of this Agreement and a self-contained packet of Association materials provided by the Associations, shall be given by the Employer to each newly hired Registered Nurse. A written notice stating the Employer recognizes the Union as the sole collective bargaining agent for the Registered Nurses covered by this agreement and the current form provided by the Associations for authorizing

voluntary payroll deduction of periodic dues or charges will be included in the packet of materials.

- 413 The Association shall have access to newly hired nurses for thirty (30) minutes during nursing orientation to discuss union membership, the collective bargaining agreement and related issues.
- 414 Within thirty (30) calendar days after the ratification date of this Agreement, the Employer will provide the Associations with a master list of all Registered Nurses who are subject to the provisions of this Agreement giving names, addresses, job classification titles, Social Security numbers, rates of pay and dates of employment. Thereafter, and during the term of this Agreement, the Employer will forward after each payroll period by electronic mail to the Association President or designee, the names, addresses, classifications, Social Security numbers, and dates of employment of new hires and the names of Registered Nurses who have resigned or who have terminated their employment.
- 415 Payroll Deduction of Association Dues
- 416 During the term of this Agreement the Employer will honor written assignments of wages to the Associations for the payment of periodic dues or service charges when such assignments are submitted on the standard form provided by the Associations. Dues or charges deducted shall be remitted along with a data listing on a monthly basis to the State Treasurer of the Associations.
- 417 Dues Authorization Forms may be revoked by the Registered Nurse on or after one (1) year following the execution date appearing on such form, or within a fifteen (15) calendar day period prior to the expiration of this Agreement, or after the expiration date of this Agreement.
- 418 The Dues Authorization form may not be utilized for establishing charitable contributions as set forth in Paragraph 408.
- 419 Indemnification
- 420 The Associations shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of and by reason of any action which may be made by any person or entity by reason of the provisions of this Article or of deduction of Associations membership dues or service charges, which includes the cost of defending such claim. The Associations will have no monetary claim against the Employer by reason of failure to perform under this Article.
- 421 No Discrimination

422 There shall be no discrimination by the Employer or by the Associations against any employed Registered Nurse or applicant for such employment due to membership or non-membership in the Associations, or due to their activities or views in support of or contrary to the Associations. Any claimed violations shall be subject exclusively to the National Labor Relations Board or the Grievance and Arbitration Procedure of this Agreement.

423 Cope Check Off

424 The Employer hereby agrees to honor contribution deduction authorizations from its employees who are Union members in the following form attached as Attachment G.

425 The Union will hold harmless the Employer against any claim which may be made by any person by reason of the COPE deductions described herein, including the cost of defending against such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

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**ARTICLE 5
NO DISCRIMINATION**

501 The Employer and the Union share a commitment to provide high-quality, therapeutic, accessible, affordable healthcare to the communities we serve. The Employer and Union further agree that they use their best efforts to provide the highest level of patient care and that they will work together to improve the lives of the people and communities they serve, as well as to maintain a constructive working relationship by: recognizing our own values and the values of others; providing excellent care with gentleness and kindness; acting with integrity, clarity, and honesty; supporting those who lack resources for a healthy life and full human development; and being continuously resourceful and creative. All parties recognize that it is also to their mutual advantage to have efficient and continuous operations of the Hospital in order to provide quality patient care. This may be accomplished by performing in an efficient, courteous and dignified manner when interacting with fellow employees, patients and the public and physicians. All personnel who work at St. Francis Medical Center should adhere to the behavioral standards and values of the hospital. Complaints by a Registered Nurse that any employee, including management, or a physician have violated St. Francis Medical Center standards or values should be investigated and remedied, when appropriate. In this respect, the Employer acknowledges the benefits of understanding the diversity in the workplace and our society as a whole.

502 The Employer and the Association agree to comply with all applicable federal and state statutes and regulations and all municipal ordinances pertaining to equal employment opportunity.

503 Any claim that either the Employer or the Associations have engaged in discriminatory conduct will be determined in accordance with federal and state laws, and the enforcement mechanisms and agencies created by such laws. This includes the Employer's or the Associations' rights to appeal or challenge any administrative or other ruling relative to a claim of discrimination.

504 If a Registered Nurse(s) or the Associations contend that discrimination has occurred, such claims may be processed under the Grievance Procedure up to but not including the Arbitration Process. Claims of discrimination are not subject to arbitration, and no arbitrator shall have the power, authority, or jurisdiction to hear claims of discrimination, whether or not any such claims falls within or without the forms and types of discrimination prohibited by this Article. Notwithstanding the language above, if the Union, Grievant and Employer are all in agreement that the claim(s) should be arbitrated, the Union, Grievant and Employer can submit such claim(s) to binding arbitration in lieu of civil litigation. Any such arbitration must be held in accordance with the California Supreme Court decision in *Armendariz*.

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**ARTICLE 6
ASSOCIATION REPRESENTATION**

601 Association Representatives

602 No Registered Nurse shall be intimidated, coerced or threatened when seeking union representation or when engaging in protected concerted activities.

603 The Association will be allowed to have a reasonable number of Association Representatives, not to exceed a total of twenty (20), to handle the processing of grievances, as defined in the Grievance and Arbitration Article. The Association shall, in writing, advise the Employer of the names of the Association Representatives.

604 The Association President will serve as the Chief Association Representative within the Medical Center and may serve as a Representative on the Association President's assigned shift of work if the Association President serves as an Association Representative as referred to in Paragraph 603, the Association President shall constitute one (1) of the Representatives that the Association may appoint under said Paragraph.

605 In the extended absence of a regular Association Representative, for any reason, the Association shall have the right to appoint an alternate to serve during the Association Representative's absence, and the Association will so advise the Human Resources Department. If the Registered Nurse is unable to identify available representation, he/she must either participate in that investigatory meeting within twenty four hours of

the Registered Nurse being noticed for the meeting or on their next scheduled shift. Failure to do so will result in the Registered Nurses' removal from the schedule until such time the meeting is held unless this provision is waived by management.

- 606 Should an Registered Nurse be interviewed by quality management/risk management for the purpose of a patient related review or investigation, the Registered Nurse may request union representation.
- 607 Association Representatives and grievant Registered Nurses who attend grievance meetings shall not suffer a loss of wages when they are required to attend such meetings scheduled on those individuals' shift of work at the Employer's request. Efforts shall be made to schedule grievance meetings on non-work time with a minimum of forty-eight (48) hours notice to the grievant. The Employer will provide a Registered Nurse with a minimum of four (4) hours notice of a disciplinary meeting. When giving notice to a Registered Nurse, the Employer will provide a union representative list. Association Officers and Representatives shall conduct their Association activities such as discussions with Registered Nurses, investigating problems, and the posting of material(s), etc., on non-work time. Association Officers and Representatives may confer with a Registered Nurse on non-work time in non-work areas including the cafeteria and lounges.
- 608 Duly authorized association representatives already scheduled to work shall be released without loss of pay to attend grievance and/or Weingarten meetings during the workday.
- 609 Upon appropriate advance notice from the Union, up to four (4) officers of St. Francis Registered Nurses Association shall each be granted up to forty six (46) straight time hours per calendar year for the purpose of engaging in Union business at St. Francis Medical Center which shall include participation at grievance meetings (see paragraph 607 of CBA) and any other meetings directly related to the Registered Nurses at St. Francis Medical Center. The hours may be used in various increments ranging from one (1) hour to twelve (12) hours. The hours must be tracked and documented by the individual officer.
- 610 In addition, it is understood that every other year the Union holds a three day convention. The Employer will not unreasonably deny a representative number of Registered Nurses the ability to attend the convention. It is also understood that every Registered Nurse shall utilize two (2) days of PTO if attending on regularly scheduled workdays to attend the three (3) day UNAC/UHCP State Convention. UNAC/ UHCP commits to making every effort not to hold the convention between the November 15th and January 10th holiday period.

- 611 For the purposes of this Agreement, non-work time shall include rest breaks and meal periods.
- 612 Meetings of the Associations shall not be held on the Employer's premises without prior approval. Requests for meeting space will be made to the Vice President of Human Resources or designee.
- 613 State Associations Officials and Representatives
- 614 State Associations Officers and Staff Representatives giving advance notice, and receiving permission from the Vice President of Human Resources or designee, which permission shall not be unreasonably denied, may visit the Medical Center Premises for the purpose of meeting with a Registered Nurse to discuss issues pertaining to this Agreement, discussing matters pertaining to this Agreement with Management representatives, assisting in the adjustment of grievances, and attending other meetings between the Employer and Association representatives as described in the Grievance and Arbitration Article. Any meeting with a Registered Nurse shall take place on the individual's non-work time and in a non-work area outside of patient care areas, unless otherwise approved by the Employer. If the purpose is restricted to attendance at a meeting where the Agreement specifies that State Associations Officers or Representatives shall be in attendance, then a prior notice shall not be required, but the activities shall be limited to such meeting attendance.
- 615 The Employer will provide UNAC/ UHCP with a badge that will allow access to the facility. The badge will be available at the main lobby security desk. The badge will be used for access and be presented back to the main lobby security desk upon leaving the facility. The Association shall provide the Employer with the name of the duly authorized State Representative.
- 616 Association Bulletin Board and Posted Materials
- 617 The Employer shall provide space in an appropriate location, as mutually agreed, for three (3) glass enclosed and locking bulletin boards to be provided by the Associations. The Associations shall maintain the bulletin boards, and shall hold a minimum of two (2) keys for each of said bulletin boards.
- 618 Space shall also be provided on existing bulletin boards in nurses' lounges, or, on unit bulletin boards not exposed to the public where there is no nurses' lounge, and in the staffing office, for the posting of Associations material. The Associations agree that material posted shall contain no derogatory or controversial comments regarding the Employer or others, or the Employer's activities, or which discusses economic action against the Employer. All material posted by the Associations must be designated as Association material.

- 619 Associations Leave of Absence
- 620 A Registered Nurse who becomes a full-time State Associations Officer or Staff Representative may request a leave of absence for Associations business in accordance with the Leaves of Absence Article.
- 621 Registered Nurse Committee
- 622 The Parties seek to improve professional performance and to assure the development and maintenance of the highest levels of patient care.
- 623 The Registered Nurse Committee (RNC) is a representative body comprised of both management and bargaining unit Registered Nurses who recognize the evolving nature of nursing and who are committed to the practice of professional nursing. The RNC provides a collaborative setting to address issues, resolve problems and create general ideas for change. The RNC develops and supports programs which enhance harmony and teamwork in a culturally diverse setting. The RNC encourages professional growth and professionalism in accord with promoting continually improving patient care and a climate conducive to patient satisfaction.
- 624 A Registered Nurse Committee is hereby established through which covered Registered Nurses will meet with management representatives every other month in the odd months. In January and May of each year, the schedule for such meetings shall be established for the following six (6) month period. The meetings require the attendance of the Vice President of Human Resources, the Vice President of Patient Care Services, and a local union officer unless it is mutually understood between the Vice President of Human Resources and the President of the St. Francis Registered Nurses' Association that the Vice President of Human Resources cannot attend. Specifically excluded from the Registered Nurse Committee agenda are economic issues, matters subject to collective bargaining, or any issue otherwise covered by this Agreement. The activities of the Registered Nurse Committee are advisory only and are not subject to the Grievance and Arbitration Article.
- 625 Prior to the Registered Nurse Committee convening the Vice President of Human Resources or his/her designee and the Vice President of SFRNA or his/her designee it will prepare a meeting agenda. The parties will reduce to writing any agreements reached by the Employer and the Union at the Registered Nurse Committee meeting, including timelines and expected actions. If either party fails to complete the action by the agreed upon timeline, then by mutual agreement the timeline can be extended. In addition, the parties will reduce to writing meeting minutes maintained at the Registered Nurse Committee meeting. Said notes will be reviewed and amended/modified and agreed to by initialing within fifteen (15) calendar days of the

Registered Nurse Committee meeting by the Vice President of Human Resources or his/her designee and the Vice President of SFRNA or his/her designee.

626 The RNC will be limited to two (2) hours duration. In addition, Union members receiving paid time shall not exceed ten (10) members. The total amount of paid time shall not exceed one hundred twenty (120) hours of paid time per calendar year.

627 One UNAC/UHCP Staff Representative may also attend the RNC meeting.

628 It is the intent of the RNC to reach mutually acceptable resolutions to all issues presented by either Management or SFRNA, and to encourage the sharing of opinions in an atmosphere of congeniality and cooperation. In that spirit, if issues remain unresolved, a duly authorized representative of the Association and the Employer shall meet in a good faith effort to resolve the open issues. If issues remain unresolved, by mutual agreement the parties may utilize mediation.

629 Attendance at the Registered Nurse Committee meetings, if any, shall be limited to those needed by both parties.

630 Registered Nurse Committee meetings shall normally be held on scheduled work days. Registered Nurse members of the Committee shall be afforded straight time pay for the time spent in such meetings.

631 A scheduled Registered Nurse Committee meeting shall not be cancelled unless by mutual agreement or due to bona fide extenuating circumstances.

632 Staffing Objection Forms

633 The Association may place Staffing Objection Forms in the Human Resources Department in an area designated by the Vice President of Human Resources.

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**ARTICLE 7
DISCIPLINE AND DISCHARGE**

701 Right to Discipline

702 The Employer shall have the right to discharge or assess disciplinary action, including utilization of corrective action, against any Registered Nurse for just cause only. The Employer should endeavor to utilize progressive discipline, where appropriate, and do so consistent with the conduct/offense at issue. Such progressive discipline may include corrective action plan, verbal counseling or written counseling/warnings (first, second) or final written warnings or suspensions. It is understood that the Employer reserves the

right to terminate an Registered Nurse without progressive discipline when it deems it appropriate.

- 703 The Corrective Action Process recognizes the value of all employees and the significant investment each employee represents, and is reflective of our commitment to retain employees whenever possible. The focus of this process is to develop a collaborative approach to resolve performance or behavioral issues. The Corrective Action Process is intended to be an open process that utilizes a problem solving approach to address issues and to correct performance and/or behavioral concerns. It is the intent of the Employer to utilize the progressive process appropriate to the offense and employee record of service. The Employer and the Union should explore ways to build employee commitment, generate self-discipline and ensure individual responsibility and accountability for performance and behavior.
- 704 The Employer and the Association jointly embrace Just Culture. The parties recognize that Just Culture functions to ensure safe quality care and provides both the Employer and the Registered Nurses the opportunity to explore and investigate processes, procedures and systems that advance safe quality care. In the event an issue or incident occurs related to patient safety, the Employer will make every effort to examine the core fundamental cause utilizing the practices and algorithm of Just Culture. It is the mutual intent of both parties to ensure safe quality patient care through ensuring best practices and shared learnings.
- 705 When work performance deficiencies present themselves, the manager/supervisor, where appropriate, should develop an Individual Corrective Action Plan, which sets forth the specific issues relating to performance or behavior; establishes expected performance or behaviors; verifies the employee's commitment to the Individual Corrective Plan; and establishes a time frame for achievement of performance or behavior expectations. The Manager/Supervisor should prepare a written memorandum that summarizes the Individual Corrective Action Plan. The employee must sign the memorandum as an expression of commitment to the Individual Corrective Action Plan. If a Union representative is present at the meeting, such representative will be asked to sign the memorandum evidencing attendance at the meeting and agreement with the Individual Corrective Action Plan. A copy of the Individual Corrective Action Plan will be placed in the employee's departmental file for an agreed upon period of time. The Individual Corrective Action Plan will be removed from the employee's departmental file if the employee has demonstrated total compliance with the Individual Corrective Action Plan for eighteen (18) months. Should the employee engage in the same or similar conduct that gave rise to the need for an Individual Corrective Action Plan, the original Action Plan will be permanently placed in the employee's departmental file.

- 706 The foregoing shall not limit the Employer's right to place a Registered Nurse on paid investigatory suspension to determine whether disciplinary action is in fact warranted.
- 707 Formal discipline imposed by the Employer as individual circumstances warrant may include any or all of the following: (1) corrective action plan, (2) verbal counseling, (3) written warnings, and (4) suspension and/or discharge. Where appropriate and consistent with the concept of just cause, the Registered Nurse who has been disciplined short of discharge will be provided reasonable opportunity to improve work performance.
- 708 Materials relating to discipline shall not be used as a basis for progressive discipline, if after eighteen (18) months, the Registered Nurse has been "discipline free." In such cases, any verbal disciplinary notices shall, upon request, be removed from the Registered Nurse's personnel file. If there are no further occurrences relating to the discipline after twenty-four (24) months of the date of issuance of any written warning, the written warning shall, upon request, be removed from the Registered Nurse's personnel file. It is expressly understood that the Employer may maintain a record of any written warnings, final or otherwise, in order for the Employer to protect its legal interests and responsibilities, provided that such records shall no longer appear in the Registered Nurse's personnel file and immediate supervisors and directors shall not have access to such information. A Registered Nurse shall have the right to review his/her personnel file in accordance with California Labor Code Section 1198.5. A Registered Nurse shall have the right to review his/her personnel file in accordance with California Labor Code Section 1198.5.
- 709 Right to Representation
- 710 A Registered Nurse shall have the right to request an Association Representative to be present at any meeting with the supervisors or management representatives when the Registered Nurse reasonably believes such meeting may result in discipline or discharge. The supervisor or management representative will advise the Registered Nurse whenever the meeting is to be investigatory and may lead to discipline or discharge as to that individual. The Registered Nurse's representative shall be either an Association Representative or other state or local Associations Representative. The representative shall be chosen by the Associations, and shall be present and available promptly upon the Registered Nurse's request. The failure by the Registered Nurse to request, or the Associations to timely provide, representation shall not preclude the Employer from imposing discipline if, in its judgment, such discipline is warranted.
- 711 Suspension
- 712 When a Registered Nurse is suspended pending investigation pursuant to Paragraph 706, and it is determined by the Employer that the RN shall be returned to

work, the Registered Nurse shall experience no loss of pay and will receive any compensation due within that pay period. Should an RN's paycheck be negatively impacted due to an investigatory suspension, the Registered Nurse's compensation will be paid on the next business day (Monday – Friday, holidays excluded) following the date on which the Employer determined that the Registered Nurse shall be returned to work. The exception to this will be where the Employer has imposed an unpaid disciplinary suspension, not to exceed three (3) shifts. When a Registered Nurse is placed on investigatory suspension, the Registered Nurse shall receive in writing the reason for the leave, the anticipated length of the leave (which generally should not exceed seven (7) calendar days -- unless the hospital believes additional investigation time is needed), and the location of the meeting.

- 713 Should management/administration determine that an investigatory suspension is appropriate on off-shifts (2nd shift, 3rd shift or weekends), the Registered Nurse shall be given in writing, by management, the reasons for the investigation and the name, phone number and day/date/time of the expected contact with management or Human Resources. The initial contact date/day should normally not exceed one (1) business day.
- 714 Should a complaint arise regarding a Registered Nurse through the Corporate Compliance Hotline or/and Risk Pro system, the complaint shall be reviewed with the Registered Nurse. The Employer will investigate the issue. If as a result of the complaint, the Employer believes that an investigatory suspension is appropriate, the Registered Nurse will be placed on an investigatory suspension during such investigation. If through the investigation, the Employer believes that discipline is appropriate, such discipline will be issued in accordance with the collective bargaining agreement.
- 715 Notice to the Associations
- 716 Upon termination, the Registered Nurse shall receive appropriate termination documentation, including the reason(s) why the termination is taking place. The termination must be conducted in Human Resources and the Registered Nurse shall be afforded Union representation at the meeting, if requested.
- 717 The Employer shall notify the Associations of any discharge of a Registered Nurse, for any reason, within fourteen (14) calendar days following the action taken. The date of notification shall be deemed to be the date that the notice to the Associations is postmarked. Such notice shall include a statement of the reason for the discharge. In the event an Association Representative was present during the termination proceedings, the Association will be deemed to have been notified.

- 718 If the Associations are not notified within the fourteen (14) calendar days, the time limit for filing a grievance under the Grievance and Arbitration Article will commence on the date that a written notice to the Associations is postmarked.
- 719 Registered Nurse Copies
- 720 Registered Nurses will receive copies of all written disciplinary notices and counseling notices and other documents related to performance placed in their personnel files at the time of issuance, and shall have the right to rebut in writing any of such documents. Written rebuttals will also be placed in the personnel files appended to rebutted documents.
- 721 Personnel Records
- 722 Registered Nurses may review their personnel files upon request during non-working time. Review of files shall take place during normal business hours of the Employer's Human Resources Department. An Employer representative will be present during such review. If it deems necessary, the Employer may require three (3) business days advance notice of a request for personnel file review before making the file available. Any records of conversations/discussions with a Registered Nurse maintained by the Employer, whether in the Registered Nurse's personnel file or a manager's "anecdotal file" must be professional and appropriate. Such records should be shared with the Registered Nurse upon request.
- 723 In any case(s) where the Employer and the Associations agree to revise or remove personnel records documents, the Employer shall provide appropriate evidence of same.

800 **ARTICLE 8**
GRIEVANCE PROCEDURE

- 801 Grievance Procedure
- 802 Any complaint or dispute arising between a covered Registered Nurse and the Employer concerning the interpretation or application of the express provisions of this Agreement, including express provisions relating to wages, hours of work, and other conditions of employment, shall be resolved in accordance with this Article, except where a specific provision has been excluded from being resolved through the Grievance and Arbitration procedure.
- 803 First Step

- 804 A Registered Nurse who believes a grievance or complaint exists will discuss such matter with the immediate supervisor within five (5) calendar days, and may do so with or without an Association Representative being present. After meeting and verbally discussing the matter with the immediate supervisor, should the issue remain unresolved, the Registered Nurse shall discuss the matter with the Clinical Director or designee within five (5) calendar days, and may do so with or without an Association Representative. Nothing shall preclude the Registered Nurse from first having consulted with the Association as the Registered Nurse elects.
- 805 After meeting and verbally discussing the matter with the immediate supervisor and the Clinical Director or designee, should the issue remain unresolved, the Registered Nurse may elect to submit a written grievance within fourteen (14) days of the conclusion of the meeting between the Registered Nurse and the Clinical Director or designee, and if the grievant elects to do so, the Associations' standard Grievance Statement and Record form shall be used.
- 806 It is the intent of the Parties that each shall fully and honestly disclose, at all steps, the facts known to it in an effort to resolve disputes.
- 807 The original written grievance form will be served on the Vice President of Human Resources or designee and a copy to the Employer. Remaining copies are distributed as specified on the form. The immediate supervisor may elect to schedule a meeting following receipt of the written grievance, or proceed to issue the written response. A written response must be made by the Clinical Director within fourteen (14) calendar days following the conclusion of the meeting, or within fourteen (14) calendar days following the Department of Human Resources' receipt of the written grievance. Copies of the written First Step answer will be forwarded to the grievant and to the Association Representative. No copy is mailed to the State Associations at this step.
- 808 Second Step
- 809 If the Clinical Director's response from the First Step does not resolve the grievance, or if there is no response received within the specified time limit, the grievance may be appealed to the Second Step by the Association. The appeal must be made within fourteen (14) calendar days of the date the Clinical Director's final response is mailed or personally served on the grievant. Appeals will be made to the Vice President of Human Resources or designee.
- 810 The Second Step meeting will be scheduled within fourteen (14) calendar days following receipt of the appeal, in writing, by the Vice President of Human Resources or designee. Such meeting will be scheduled at a mutually acceptable time. The Second Step meeting shall include the grievant and the department manager and such other

principals as either Party deems appropriate, not to exceed a total of four (4) persons from either Party.

- 811 The written response to the grievance at the Second Step will be mailed or emailed to a local officer of the Association and the State Associations office within fourteen (14) calendar days following the conclusion of the Second Step meeting(s).
- 812 The Second Step of the grievance procedure shall constitute the final investigatory stage of the proceedings. If mutually deemed appropriate, final decisions shall serve to set precedent in other like grievances which may be filed in the future. There shall be no retroactive applications to other grievances.
- 813 Arbitration
- 814 If the Employer's response from the Second Step does not resolve the grievance, or if there is no response received within the specified time limit, the grievance may be appealed by the State Associations to binding arbitration. A copy of the Employer's response will be provided to the Association President.
- 815 Appeals to arbitration must be in writing to and received by the President/CEO or designee within fourteen (14) calendar days following personal service or mailing of the Employer's written response to the grievance at the Second Step.
- 816 Arbitrator
- 817 An Arbitrator may be mutually agreed to by the Parties, or the Parties will make a request to the American Arbitration Association for a panel of five (5) Arbitrators. Selection of the arbitrator shall then be made by the Parties alternately striking names with the remaining name to be the Arbitrator. Choice of first striking shall be by lot.
- 818 An Arbitrator is only authorized to provide interpretation of the application of the express provisions of this Agreement. The Arbitrator shall have no power to add, to subtract, to alter, or to amend any portion of the Agreement, or to substitute the Arbitrator's judgment for that of the Party whose action is being grieved.
- 819 The decision and award rendered by an Arbitrator shall be final and binding on the Parties. Extension shall only be by mutual written agreement of the Parties.
- 820 The expenses of arbitration including reporting services and a copy of the transcript for the Arbitrator shall be shared equally by the Parties, with each Party individually responsible for the expense of its own transcript(s). Each Party shall be responsible for the cost of its representation and witness expenses.
- 821 General

- 822 An Arbitrator's or the Employer's decision in any one case shall not create a basis for retroactive adjustment in any other case, except where the Parties have predetermined that a decision will have other specific applications.
- 823 Decisions of the Parties in the settlement of grievances at the First or Second Steps of the grievance procedure shall not establish precedent in any other case, except as provided in Paragraph 812, and such settlements may be resolved in any mutually acceptable way which does not violate the terms and conditions of this Agreement, nor any state or federal statute. The Parties may mutually decide to apply a previously reached decision toward the settlement of subsequent grievances.
- 824 Paycheck errors created by management shall be corrected and paid to the Registered Nurse within twenty-four (24) hours of the notice of the error being brought to the attention of a management representative, Saturdays, Sundays and holidays excepted. Upon a request by the Registered Nurse, the corrected paycheck/paystub shall be made available to the associate. Paycheck clerical errors may be presented for correction for up to one (1) year from the date of such error(s).
- 825 Discharge and Association or Employer grievances will be filed by the Association or the Employer directly to the Second Step of the grievance procedure.
- 826 At each step of the grievance process, a date stamped receipt will be provided to the Association Officer processing the grievance by the Vice President of Human Resources or designee, on the agreed upon forms, See Attachment B.
- 827 Time Limits
- 828 Time limits at any point in the grievance procedure may be extended by the mutual written agreement of the Parties. Any step of the grievance procedure may be mutually waived, however, no matter may be appealed to arbitration without first having been processed through the Second Step. When a step is waived, then the time limits in the next step shall apply, and references to time limits shall refer to the last step or to paragraph 804 as applicable.
- 829 Mediation - Arbitration
- 830 A grievance may only be referred to mediation-arbitration by mutual agreement of the Parties following a timely appeal to arbitration, or to the Second Step, whichever is applicable. The same grievance may only be referred once to mediation-arbitration.
- 831 The Mediator shall be selected by mutual agreement and cannot be utilized in arbitration. The expenses and fees of the Mediation shall be shared equally by the parties.

- 832 Attendance at the mediation shall be limited to those necessary by both parties.
- 833 The mediation-arbitration process shall be informal in nature.
- 834 The Mediator's role shall be to assist the parties in resolving the grievance.
- 835 The Mediator's opinion shall be advisory, not final and binding and inadmissible at the Arbitration.
- 836 If the grievance is not settled, the parties are free to arbitrate.
- 837 The grievant Registered Nurse will be permitted time off, subject to staffing availability, to attend mediation-arbitration proceedings, without loss of pay.

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**ARTICLE 9
PROBATION AND EVALUATION**

- 901 New Hire Probation
- 902 Each newly employed Registered Nurse, and those who are rehired following a break in continuous service, will serve a basic ninety (90) calendar day probationary period. The probationary period for Part-time and Per Diem Registered Nurses shall consist of five hundred and twenty (520) hours of work, or six (6) calendar months worked, whichever occurs first.
- 903 If the Employer determined that the Registered Nurse cannot be properly evaluated for purposes of retention, the Employer may elect to extend the new hire probationary period for up to an additional ninety (90) calendar days or any portion thereof. The Registered Nurse will be advised in writing at the time of an extension, and the reason for the extension will be given. A copy of such extension notice shall be provided to the SFRNA President via email. Should a new hire Registered Nurse be hired onto the specialty grid, upon request, proof of new hire qualifications shall be provided.
- 904 During the probationary period a Registered Nurse may be discharged or disciplined for any reason and shall have no recourse to the Grievance and Arbitration Article. However, this does not preclude a probationary employee from filing grievances related to contractual violations or disputes such as pay errors, improper cancellation, etc.
- 905 Performance Evaluations
- 906 All Registered Nurses will be reviewed within thirty (30) calendar days of their review date by their Unit Manager or Supervisor. The Registered Nurses will be given the opportunity to read and comment upon formal performance evaluations prior to the

placement of such in their personnel files. A copy of such material shall be given to the Registered Nurse at the time such documents are issued. The Registered Nurse may indicate any agreement or disagreement on the evaluation form and attach comments regarding such agreement or disagreement to the evaluation form. Any area indicated as improvement needed in the evaluation form will be re-discussed with the concerned Registered Nurse, at the latest, approximately six (6) months after the issuance of the evaluation. The Registered Nurses shall sign and date such material only as proof of receipt. The evaluation form is to be utilized to document the employee's general level of performance during the evaluation period and to provide notice to the employee of areas in which improvement is indicated. It is not the intent that performance evaluations are to be used for disciplinary purposes; however, an employee's performance rating and areas in which improvement is needed may reflect disciplinary issues. Should the Employer fail to conduct the performance evaluation review within the thirty (30) calendar days as indicated above, at the point the evaluation is conducted, such evaluation will cover the time frame of twelve (12) months prior to the actual date the evaluation is conducted.

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**ARTICLE 10
SENIORITY**

1001 Definitions

1002 For all Registered Nurses, except Per Diem and Temporary, Registered Nurse Classification Seniority shall be defined as the period of continuous service with the Employer beginning with the date the Registered Nurse first entered a Registered Nurse classification covered by this Agreement. Per Diem Registered Nurses shall receive Classification Seniority based on hours worked up to a maximum of forty (40) hours per week. Retroactivity will result in adjusted seniority for all current Per Diem classifications as of July 1, 1998 based on hours worked during the term of the 1995-1998 Labor Management Agreement.

1003 Should a Registered Nurse's Classification Seniority be adjusted, the Human Resources Department shall notify the Registered Nurse in writing of such change. Any Registered Nurse returning to the bargaining unit from a non-bargaining unit position shall receive, in writing from Human Resources, an adjusted seniority date in accordance with the agreement, a step placement rate and, if applicable, a specialty placement rate. The Registered Nurse shall also receive data, where necessary, utilized to formulate the adjusted seniority date. Any written material shall also be provided to the President of the local affiliate, prior to the transfer occurring.

1004 Hospital Seniority shall be defined as the date on which the Registered Nurse began the most recent period of continuous service with the Employer.

- 1005 A Registered Nurse shall not accrue seniority during the probationary period. Upon successful completion of the probationary period, the Registered Nurse shall receive retroactive credit for Classification and Hospital Seniority from the first day of the probationary period.
- 1006 Use of Seniority
- 1007 Registered Nurse Classification Seniority shall be used for bidding on posted job openings, promotions, shift assignments, reductions in force, layoff, recall and for placement on a wage tenure step. Classification Seniority shall also apply in the scheduling of vacation and holiday paid time off. Specific provisions controlling the use of Classification Seniority for these purposes are included elsewhere in this Agreement. Hospital Seniority, if different than Classification Seniority, shall be used for benefit accrual purposes such as paid time off and pension.
- 1008 Upgrades from Other Classifications
- 1009 Registered Nurses who were upgraded within the hospital from other classifications shall be eligible to apply their Hospital Seniority for all purposes covered by this Agreement except bidding on posted job openings, shift assignments, and placement on wage tenure steps, vacation, holiday and paid time off selection.
- 1010 Reduction in Force
- 1011 At the time of a reduction in force, the Employer will provide the President of SFRNA and UNAC/ UHCP with thirty (30) days written notice. Notice to the affected Registered Nurses will be made as soon as the planned details of the reduction in force have been finalized. Notice will not be unreasonably delayed.
- 1012 At the time of a reduction in force, registry supplied Registered Nurse personnel will be the first canceled, unless staffing can only be achieved by the continued use of such personnel based on patient care considerations. Thereafter, the order of first reduction in force will be in the following category order: (1) Volunteers; (2) Temporary; (3) Per Diem; (4) regular Part-time and Part-time Wage Option nurses, who were Full-time Registered Nurses, shall have the right to transfer into Full-time Registered Nurses positions, consistent with paragraph 1007 above, in order to avoid a loss of job. In such circumstances, the Registered Nurse agrees to remain in a Full-time position for at least two (2) years; (5) Full-time and Full-time Wage Option Registered Nurse, unless patient care considerations make it necessary to retain certain Registered Nurses out of seniority order.

- 1013 Probationary Registered Nurses who are laid off shall receive credit for actual time worked upon recall to employment, and upon successful completion of the probationary period.
- 1014 In a reduction in force, Registered Nurse Classification Seniority shall govern, except as set forth in Paragraph 1009, provided the qualifications, competency and ability of the affected Registered Nurses are substantially equal as determined by the Employer.
- 1015 A Registered Nurse affected by a reduction in force may elect to displace the least senior Registered Nurse in the same category, as described in Paragraph 1012, elsewhere in the hospital, provided the displacing Registered Nurse meets the entry level requirements for the position and has the current skills to perform the work in question, which determination shall be made by the Employer. In the event the displacing Registered Nurse does not meet the entry level requirements and/or does not have the current skills to perform the work of the position held by the next least senior Registered Nurse, then the job held by the next least senior Registered Nurse in the same category may be claimed, provided qualifications and skills exist as set forth above, and so on. Any Registered Nurse displaced as a result of the exercise of seniority by a more senior Registered Nurse as described herein shall be placed on layoff status.
- 1016 Registered Nurses affected by a reduction in force will exercise seniority rights under Paragraph 1015 in seniority order.
- 1017 An individual Registered Nurse who is laid off may exercise seniority as described in Paragraph 1015, or may elect to be placed directly on layoff status, and thereafter shall be provided recall rights as described herein.
- 1018 Severance Pay
- 1019 In the event that a Registered Nurse is laid off, the following severance pay will be provided:

<u>Service</u>	<u>Severance Pay</u>
<u>Less than 1 year</u>	<u>2 weeks pay</u>
<u>1-2 years</u>	<u>3 weeks pay</u>
<u>2-3 years</u>	<u>4 weeks pay</u>
<u>3-4 years</u>	<u>5 weeks pay</u>
<u>4-5 years</u>	<u>6 weeks pay</u>
<u>5-7 years</u>	<u>7 weeks pay</u>
<u>7-9 years</u>	<u>8 weeks pay</u>
<u>9-10 years</u>	<u>9 weeks pay</u>
<u>10-15 years</u>	<u>12 weeks pay</u>
<u>15 years or more</u>	<u>15 weeks pay</u>

- 1020 Recall from Layoff
- 1021 Laid off Registered Nurses shall be listed by Classification Seniority on recall list except as provided in Paragraph 1009, and will be subject to recall and rehire for a period of one (1) year from the date of layoff. It shall be the Registered Nurse's responsibility to timely inform the Employer of the Registered Nurse's current address and telephone number. Recall of laid off Registered Nurses shall be in the reverse order of Classification Seniority, except as provided in Paragraph 1009, starting with the most senior, and without regard to whether the available position is the same category or on the same shift as the job occupied by the Registered Nurse prior to layoff.
- 1022 When a job opening becomes available, the Registered Nurse will be notified by telephone, and a confirming letter will be sent by registered mail to the Registered Nurse. The Registered Nurse will be given five (5) calendar days from the date the verbal or written notification is received within which to inform the Employer whether the available position will be accepted. If the Registered Nurse does not respond within the five (5) calendar day period, the Registered Nurse will be moved to the bottom of the recall list.
- 1023 After accepting recall, Registered Nurses shall have two (2) weeks in which to return to work at the hospital, or to arrange a later return date if the Employer agrees. Failure to return to work within two (2) calendar weeks, or by a later return date as mutually agreed, will result in the Registered Nurse being removed from the recall list per Paragraph 1029. Any recalled Registered Nurse may return to work as soon as the Employer is notified and a schedule allowing for such return can be established.
- 1024 Recall rights will be extended for no more than two (2) job openings. When a Registered Nurse refuses an offer of recall in the same category and shift as the job held at the time of the layoff, the Registered Nurse will be moved to the bottom of the recall list after the first job offer. If the Registered Nurse rejects a second recall offer in the same category and shift as held at the time of the layoff, the Employer is absolved of any further responsibility. The Registered Nurse shall be allowed forty-eight (48) hours to respond to such recall offers. The Employer shall have the discretion to determine whether a Registered Nurse on layoff has the qualifications, competency and ability for a particular open position.
- 1025 After one (1) calendar year in which no recall has occurred, the Registered Nurse will be removed from the recall list.
- 1026 Return to the Bargaining Unit
- 1027 A Registered Nurse who transfers into a position with the Employer not covered by this Agreement shall not earn Registered Nurse Classification Seniority during the period the

Registered Nurse holds such position. The Registered Nurse shall not forfeit previously earned Classification Seniority should the Registered Nurse desire to later return to the bargaining unit to a job classification covered by this Agreement. For purposes of layoff or recall a Registered Nurse employed outside the bargaining unit may not use accrued Registered Nurse Classification or Hospital Seniority within the bargaining unit.

1028 Loss of Seniority

1029 Registered Nurse Classification Seniority and Hospital Seniority shall be lost and the employment relationship ended as a result of any of the following:

1. Voluntary termination of employment,
2. Discharge for just cause,
3. Failure to return from any authorized leave of absence,
4. Failure to return to work following recall, or removal from the recall list following a period of one (1) year.

1100

**ARTICLE 11
JOB POSTING AND FILLING OF VACANCIES**

1101 Job Posting

1102 Registered Nurse jobs under this Agreement which are permanently vacated and/or newly created will be posted for an initial period of seven (7) calendar days. Interested Registered Nurses may bid for such jobs within the seven (7) calendar day period by completing a transfer request form provided by the Employer for that purpose. Should a qualified Registered Nurse bid within the seven (7) day posting period, the posting shall be removed. If the posting is not filled, it will be reposted and extended at the Employer's discretion.

1103 Those Registered Nurses who are classified as "New Graduates" may not transfer to another work unit until having completed twelve (12) months of satisfactory employment with the Employer, unless the Employer determines that a New Graduate demonstrates exceptional qualities.

1104 In order to progress, a New Graduate must have met the following standards: completion of all competencies; completion of all validations; completion of all didactic coursework applicable to the New Graduate's department. The New Graduate must be able to integrate the nursing process, which includes: assessment and analysis, determination of a plan of care, intervention, reassessment, and evaluation. The New Graduate should maintain therapeutic communications and relationships. The New Graduate should maintain a safe work environment and demonstrate collaborative abilities.

- 1105 All job postings shall be placed in a locked glass covered bulletin board to be located (1) in Family Life, (2) outside of Human Resources, and (3) and in the Radiology Hallway. Each job posting shall be identified by a separate posting number and date. Specific job requirements where appropriate for a particular job opening will be given on the posted notice. The final date of posting will appear on the posted notice. No Temporary (Traveler/Registry) should be hired into a non-posted position. Traveler positions shall be initiated as a result of a vacancy, which shall remain posted until filled, with the exception of those travelers covering for employees on leaves of absence.
- 1106 All qualified Registered Nurses who bid for posted job openings during the seven (7) calendar day posting period shall be given preference for placement over outside applicants. If there are no bids received by the Employer during the posting period by any otherwise qualified Registered Nurses, the Employer may then fill the posted position from any source.
- 1107 Subject to the provisions of Paragraph 1106, after a job opening has been posted, and there are no qualified bidders within the seven (7) calendar day period, the posting will remain open until the job is either filled or canceled. In this respect, currently employed Registered Nurses will have the knowledge of the Employer's continuing need, either for personal interest or to advise Registered Nurses employed elsewhere.
- 1108 The above shall not preclude the Employer from filling a permanent vacancy on a temporary basis in order to assure continuity of patient care. Following selection and placement of an individual to fill the permanent vacancy, the temporary status shall be discontinued. This provision shall not have the effect of unduly delaying the job posting/bidding/selection process.
- 1109 Notice to the Association
- 1110 The Human Resources Department will forward a copy of each new Notice of Job Opening to the Association President at the time such new job is posted. Upon request, the Employer shall provide the Union with a list of all Travelers, the start and end date of his/her contract, unit and shift assigned.
- 1111 Selection
- 1112 The Employer shall be the sole judge of the competency, qualifications and abilities of those Registered Nurses who bid for a posted job, and shall have the exclusive right to determine the best qualified individual from among those bidding.
- 1113 Subject to the provisions of Paragraph 1106, when the competency, qualifications and ability of two (2) or more bidding Registered Nurses are substantially equal in the

- judgment of the Employer, then the Classification Seniority of such Registered Nurses shall be the determining factor used in filling a posted position.
- 1114 In the event two (2) or more Registered Nurses hold the same Registered Nurse Classification Seniority date, the Registered Nurse with the earliest employment application date shall prevail.
- 1115 Notification to Bidding Registered Nurses
- 1116 When the Employer fills a posted job with a particular Registered Nurse, all other Registered Nurses who bid for the posted job shall be so notified in writing within ten (10) calendar days.
- 1117 New Job Trial Period
- 1118 Upon being selected for a posted job opening, the Registered Nurse will undergo a new job trial period of thirty (30) calendar days. If the Employer determines during the thirty (30) calendar day period that the Registered Nurse is unsuitable for the new job, the Registered Nurse will be returned to the former job, or to a comparable job if the former job is not available. A comparable job is defined as being either in the same unit, held prior to bidding or on the same shift in another unit. Should the RN determine during the thirty (30) calendar day period that he/she is unsuitable for the new job, and if there is mutual agreement with the Employer, the RN will be returned to the former job, or to a comparable job if the former job is not available.
- 1119 Bidding Limitations
- 1120 A Registered Nurse who bids for and is awarded a posted job may not apply for any other posted job opening for a period of not less than six (6) calendar months, except with the approval of the Employer.
- 1121 A Registered Nurse with less than six (6) consecutive months of service may not bid for a posted job opening, except with the approval of the Employer.
- 1122 Notice of Termination
- 1123 In recognition of the difficulties which may be imposed on the Employer to recruit and orient replacements for Registered Nurses who terminate their employment for personal reasons, Registered Nurses are encouraged to tender at least two (2) calendar weeks notice in advance of their resignation. Where such notice is provided, the Employer may provide pay in lieu of notice as it deems appropriate. If the Employer decides to retain the Registered Nurse through the end of the notice period, the

Employer will continue the Registered Nurse's regular assignments and schedule, unless such otherwise would not have been provided.

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**ARTICLE 12
NEW OR REVISED JOBS**

- 1201 At such time as the Employer establishes a new job classification covered by this Agreement, or substantially revises the content of an existing job classification covered by this Agreement, a new job description will be prepared for such new or revised job classification, and a determination will be made by the Employer as to the appropriate Appendix A wage range for such classification.
- 1202 The new job classification and proposed wage range of the new or substantially revised job classification shall be presented to the Association in writing as soon as possible.
- 1203 The Parties will meet to discuss the proposed wage range should the Associations desire to do so. The Associations shall have no right to grieve the wage range or job requirements of the new or substantially revised job classification.
- 1204 When a wage range is established for a new job classification, or when a new wage range is utilized for a revised classification, such wage range shall be effective as of the date the job duties for such new or revised job classification are placed into effect.

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**ARTICLE 13
HOURS OF WORK AND OVERTIME**

- 1301 Standard Workday and Standard Workweek
- 1302 A standard workday is defined as the consecutive twenty-four (24) hour period beginning at the same time each calendar day that the Registered Nurse is regularly scheduled to work.
- 1303 A standard workweek is defined as a seven (7) calendar day period starting at 12:01 AM (midnight) on Sunday and ending at 11:59 PM on the following Saturday.
- 1304 Pay Period
- 1305 The payroll period shall consist of fourteen (14) day period beginning with Sunday at 12:01 AM.
- 1306 Premium Pay

- 1307 Registered Nurses who work an eight (8) hour schedule shall receive one and one-half times (1½X) their straight time rate of pay for all hours worked over eight (8) in one standard workday, or over forty (40) in one standard workweek.
- 1308 Registered Nurses who work an eight (8) hour schedule shall receive two times (2X) their straight time rate of pay for all hours worked in excess of twelve (12) in any one (1) standard workday.
- 1309 Shifts and Starting Times
- 1310 Three (3) standard eight (8) hour shifts of work will be established by the Employer normally based on the following general shift starting times:
1. Day Shift/First Shift 6:00 AM to 10:00 AM
 2. Evening Shift/Second Shift 2:00 PM to 6:00 PM
 3. Night Shift/Third Shift 10:00 PM to 2:00 AM
- 1311 Each Registered Nurse shall be regularly assigned a single shift of work which shall have a specified starting time. Changes in shift times may occur as patient care considerations dictate. Shift reassignments shall occur only if no other reasonable means of providing adequate staffing can be accomplished.
- 1312 In the interest of efficient operations, or, due to a change in patient care needs, if it becomes necessary to establish and/or change current schedules or shifts, the Employer will notify the Associations of the need for any such change prior to implementation. The parties will meet to discuss the changes and engage in effects bargaining. Upon the parties reaching agreement on the change, the affected RNs shall have a minimum of thirty (30) days notice prior to the implementation. In such instances, and where possible, the Employer will consider the preferences of the affected Registered Nurses, however, it is understood that the right to establish work schedules rests with the Employer.
- 1313 Alternate Shifts
- 1314 The Employer currently utilizes special alternate shifts of work, as follows; in particular department and/or units. Registered Nurses who work in such departments or units shall work such alternate shifts unless otherwise agreed with the Employer. Such alternate shifts in existence at the execution of this Agreement may be changed with prior notice and discussion with the Associations.
- 1315 Should the Employer desire to establish alternate shifts of work in departments or units where such shifts do not currently exist, the Employer may do so with prior notice and discussion with the Associations.

- 1316 Four Day Workweek
- 1317 Regular and Wage Option Full-time Registered Nurses who work four (4) scheduled workdays of ten (10) hours each shall be paid one and one-half (1½X) times their straight time rate of pay for: (1) all hours worked in excess of ten (10) but less than twelve (12) during one work day; and, (2) the first eight (8) hours worked on days other than the four (4) regularly scheduled work days, if worked.
- 1318 Registered Nurses who complete a four (4) day workweek schedule will be paid to two (2X) times their straight time rate of pay for; (1) all hours worked in excess of eight (8) on days worked in addition to the four (4) ten (10) hour days; (2) all hours worked in excess of twelve (12) on any workday.
- 1319 Twelve Hour Shifts
- 1320 There will be two standard twelve (12) hour shifts with starting and ending times generally as follows; (1) the A.M. shift from 6:45 AM to 19:15 PM, and (2) the P.M. shift from 18:45 PM to 7:15 AM; each department or unit will establish additional thirty (30) minute periods to cover meal periods. Twelve (12) hour shifts may be established with different hours than provided above with prior notification and discussion with the Associations. Shift differentials will be set in accordance with Paragraph 1330.
- 1321 There will be one (1) regular thirty (30) minute unpaid meal period for each twelve (12) hour shift worked.
- 1322 There will be one (1) fifteen (15) minute paid rest period scheduled for each four (4) hours worked. The fifteen (15) minute rest periods may be taken in various combinations upon notice and approval of the immediate supervisor. In the event a Registered Nurse misses a break or meal period the Registered Nurse shall receive the appropriate penalty pay if the necessary form is signed, dated and submitted within the same pay period. Registered Nurses who fail to comply with the terms of this Paragraph will be subject to discipline.
- 1323 Shift Differentials
- 1324 Subject to the conditions set forth below, all Registered Nurses, shall receive a shift differential as set forth below. For purposes of paying shift differentials, Registered Nurses who work at least five (5) hours during either of the following shift time periods will receive the applicable shift differential for all hours worked: (1) evenings (Shift 2) from 3:00 PM to 9:00 PM; or (2) nights (Shift 3) from 9:00 PM to 4:59 AM.
- 1325 Eight Hour Work Schedules

- 1326 All regular and Wage Option Full-time and Part-time Registered Nurses who work an eight (8) hour schedule will receive the appropriate evening or night shift differential for all hours worked when five (5) or more hours are worked during either the evening shift (Shift 2) or night shift (Shift 3) periods. A Registered Nurse who is scheduled to work five (5) or more hours on either evening or night shifts, but actually works less than five (5) hours due to a low patient census or unit work needs determined by the Employer, will receive the appropriate shift differential for all hours worked. A Registered Nurse assigned to work the night shift shall continue to receive the night shift differential for extra or overtime hours worked into the day shift.
- 1327 Ten Hour Work Schedules
- 1328 All regular and Wage Option Full-time and Part-time Registered Nurses who work a ten (10) hour schedule will receive the appropriate evening (Shift 2) or night (Shift 3) differential for all hours worked when the majority of hours worked are on either of the respective shifts. If an even split of hours occurs between the evening and night shifts, then the Registered Nurse will be paid the night shift differential for the entire shift.
- 1329 Twelve Hour Work Schedules
- 1330 All regular and Wage Option Full-time and Part-time Registered Nurses who work a twelve (12) hour schedule will receive an evening shift (Shift 2) or night shift (Shift 3) differential for all hours worked where the Registered Nurse works the majority of hours on the evening shift (Shift 2) or night shift (Shift 3).
- 1331 The Employer will continue the pay practice of overtime after eight (8) hours for all twelve (12) hour shifts through February 28, 2014. On March 1, 2014, all twelve (12) hour shifts shall be paid at the new blended straight time rate according to the wage schedule in Appendix A.
- 1332 Work Schedules and Posting
- 1333 The Employer will post a four (4) week or longer work schedule which shall include shifts of work, holidays and scheduled days off, and such schedule will be posted at appropriate locations within each nursing work area at least ten (10) calendar days or sooner preceding the effective date. Once posted, any temporary changes in a Registered Nurse's posted schedule and shift assignments will be made by mutual agreement only, unless emergency conditions dictate otherwise.
- 1334 Registered Nurses shall normally provide at least three (3) weeks advance notice to the immediate supervisor of their preferred workdays and days off prior to the effective date of the next work schedule. Late changes in request by individual Registered Nurses may be possible with the approval of the supervisor.

- 1335 The primary responsibility for the scheduling of Registered Nurses rests with the immediate supervisor. Concerns from individual Registered Nurses regarding scheduling may be addressed up through the chain of command.
- 1336 Float Assignments
- 1337 Except for Per Diem and Temporary Registered Nurses, all regular and Wage Option Registered Nurses shall normally be assigned to a particular department or unit in a job for which they are qualified and/or certified to work. Whenever the Employer revises individual assignments based on staffing needs, Registered Nurses may be floated to a different department or unit. The Employer shall be responsible to predetermine the individual Registered Nurse's qualifications or certifications to perform a particular float assignment. Should a Registered Nurse not possess the necessary training or certification for a given nursing assignment, it shall be the responsibility of the Registered Nurse to so inform the appropriate supervisor. Float assignments shall be equitably shared among unit Registered Nurses. If a Registered Nurse who floated at the beginning of the shift has an assignment which ends before the shift does and the Registered Nurse is needed on another unit, the second assignment will also count on the float rotation.
- 1338 Floating shall be in the following order:
1. Volunteers.
 2. Non Traveling Registry. (Assuming appropriate competency levels exist).
 3. Travelers. (Assuming appropriate competency levels exist).
 4. Per Diem Registered Nurses on a rotational basis by inverse seniority.
 5. Regular Full-time and regular Part-time Registered Nurses by inverse seniority on a rotational basis.
- 1339 Floating of Registered Nurses shall be in compliance with all federal and state laws and regulations, including Title 22 of the California Administrative Code. Patient care assignments shall be subject to the following guidelines:
1. Assignments shall include only those duties and responsibilities for which competency has been validated.
 2. Registered Nurses may not be assigned total responsibility for patient care, including the duties and responsibilities described in subsection 70215(a) of Title 22, until all standards of competency for the unit have been validated.
 3. New graduates will not be floated until they complete their clinical orientation and meet the requirements of 1 and 2 above.
- 1340 Registered Nurses home based to any unit should not be flexed/cancelled in favor of any other Registered Nurses unless extenuating circumstances involving competencies exist.

- 1341 Registered Nurses who are required to float within the hospital will receive orientation to the newly assigned work unit prior to being placed thereon, insofar as is possible. Registered Nurses floated to a specialty unit to assist other qualified specialty Registered Nurses will not be expected to perform other than those skills they are qualified to perform.
- 1342 Overtime
- 1343 The Employer shall make its best efforts to distribute required overtime work equally among Registered Nurses in each unit on each shift, subject to the individual Registered Nurse's qualifications to perform the work in question. The final decision regarding the appropriate distribution of overtime rests with the Employer.
- 1344 With respect to Registered Nurses working three (3) twelve (12) hour shifts, the Hospital's departments currently utilize different approaches with respect to the scheduling of hours on the fourth (4th) twelve (12) hour day. A fourth (4th) twelve (12) hour day should be clearly identified on each unit's schedule. It is understood that in the event a Registered Nurse misses one of their three (3) regularly scheduled days as a result of illness or unscheduled PTO, hours worked on the fourth (4th) day shall not be at premium pay.
- 1345 Overtime will be paid once a Registered Nurse has completed three (3) twelve (12) hour shifts at contractual rates. Effective through February 28, 2014, on a fourth (4th) twelve (12) hour day, the first eight (8) hours will be paid at one and one-half times (1½x) the straight time rate of pay and additional hours will be paid at double time (2x) rate. Effective March 1, 2014, where Registered Nurses have completed three (3) twelve (12) hour shifts at straight time rates in a work week, all hours worked on an additional shift in that work week will be paid at one and one half times (1 1/2 x) the straight time rate of pay. The Employer and the Association recognize that acceptance of overtime and additional shifts beyond an employee's regularly scheduled shift should be voluntary. This language does not apply in cases of disasters or emergencies.
- 1346 Hours worked by the Registered Nurse will count as hours worked for purposes of overtime calculation. Time spent in non-working status as paid time off or on-call shall not count as hours worked.
- 1347 Overtime Authorization
- 1348 All overtime work performed by Registered Nurses shall normally be authorized in advance. Registered Nurses who fail to comply with the provisions of this Paragraph will be subject to formal discipline.
- 1349 No Pyramiding of Overtime

- 1350 Payment of overtime rates shall not be duplicated for the same hours worked. To the extent that hours worked are compensated at overtime rates under one provision of this Article, they shall not be compensated again as overtime under any other provision. Where two (2) or more premium overtime provisions apply, the greater will prevail.
- 1351 Scheduled Days Off
- 1352 The Employer agrees to make its best efforts to insure that each Registered Nurse shall have two (2) full days off work within a seven (7) calendar day period, or four (4) full days off within a fourteen (14) calendar day period. Registered Nurses shall not be expected to be in an on-call status, or to be called back to work on their days off except in a verifiable emergency, unless the Registered Nurse voluntarily agrees otherwise. It is understood that the Employer currently requires Registered Nurses to share on-call responsibilities on days off in particular department/units, and this Paragraph is not meant to change in any way such existing practices.
- 1353 Meal Periods and Rest Periods
- 1354 Each Registered Nurse shall receive one (1) unpaid meal period of no less than thirty (30) minutes during each shift worked, unless the shift is five (5) hours or less. Each meal period shall normally be provided within five (5) hours of the Registered Nurse's start of work. In situations affecting the delivery of patient care, Registered Nurses may be required to work through their meal periods. In such cases, each Registered Nurse will be given a later meal period and be paid one hour of penalty pay for the missed meal period at the applicable straight time rate. The parties understand that meal periods are defined as an uninterrupted break from work assignment.
- 1355 Meal periods shall not be counted as hours worked in calculating overtime to be paid under any provision of this Article. Accordingly, one-half (1/2) of an hour of unpaid time will be added to each shift of work to accommodate the meal period.
- 1356 Each Registered Nurse shall be granted a paid rest period of fifteen (15) minutes per each four (4) hours of work.
- 1357 Weekend Scheduling
- 1358 Employer shall make every effort to schedule regular and Wage Option Full-time and Part-time Registered Nurses so as to ensure every other weekend off, or any more favorable existing weekend schedule, as staffing and patient care requirements permit. Registered Nurses who are specifically employed to work weekends are excluded from this provision.

- 1359 Should an individual Registered Nurse desire not to be regularly scheduled with every other weekend off, the Registered Nurse must so advise the immediate supervisor. Subject to staffing requirements, the Employer will give every consideration to individual requests. Requests from night shift Registered Nurses shall be given every consideration to achieve the goal of scheduling consecutive weekend nights off.
- 1360 Weekend shall mean Saturday and Sunday.
- 1361 A Registered Nurse may voluntarily exchange scheduled days off with another Registered Nurse provided that such exchanges are made in writing, are signed by both Registered Nurses, and prior written approval is given by a supervisor and returned to the Registered Nurses within a reasonable period of time. Voluntary exchanges of scheduled days off, including weekends, between Registered Nurses shall not be unreasonably denied.
- 1362 Schedule Call-Off (Hospital Convenience Day)
- 1363 On the occasion of low patient census, registry supplied Registered Nurse personnel will be the first cancelled unless staffing can only be achieved by the continued use of such personnel based on patient care considerations. Thereafter, the order of cancellation will be in the following category order (1) Volunteers on an overtime shift, (2) Registry and Travelers, (3) Overtime, by inverse seniority on a rotating basis, (4) Volunteers on a rotating basis, (5) Per Diem by inverse seniority on rotating basis, and (6) Full-time/Part-time by inverse seniority on rotating basis. This order depends on patient care needs, safety and competence.
- 1364 On the occasion of cancellation due to low patient census, Registered Nurse Seniority Classification Date shall govern provided the qualification, competency, and ability of the affected Registered Nurses are substantially equal as determined by the Employer.
- 1365 The Employer shall make reasonable efforts to provide Registered Nurses at least a minimum to two (2) hours advance notice of cancellation prior to the start of the scheduled shift or work. Where the Employer does not make such reasonable efforts, Registered Nurses who do not receive a timely notice of cancellation of scheduled work will be paid for four (4) hours, or provided with at least four (4) hours of work upon reporting to the hospital, or provided any combination of work and pay totaling four (4) hours. If the Employer offers the Registered Nurse an assignment other than the regular assignment, and the Registered Nurse refuses the alternate work, then no reporting pay will be paid.
- 1366 Once called off, the Registered Nurse shall have no further work obligation until the next scheduled day of work, until the next on-call responsibility in departments/units

where such requirements exist, or for any rescheduled mandatory in-service presentation.

- 1367 If the Employer elected to place a Registered Nurse whose shift to work has been canceled into an on-call status, such assignment will be made at the time of cancellation. On-call assignments under such conditions will be shared on a rotational basis within each unit by all regular and Wage Option Full-time and Part-time Registered Nurses. Registered Nurses who do not wish to be placed in an on-call status may be excused provided volunteers who have previously stated their availability to take on-call are available; the list of volunteers may include Per Diem Registered Nurses.
- 1368 Regular and Wage Option Full-time and Part-time Registered Nurses who have lost work due to having been called-off or placed in an on-call status, shall be afforded the first opportunity for extra work during the same pay period by displacing Per Diem or Temporary Registered Nurses scheduled for work, provided a desire for extra work is made known to the immediate supervisor by eligible Registered Nurses.
- 1369 Rotating and Split Shifts
- 1370 The Employer intends to avoid rotating and/or split shifts. Should either of these shifts arrangements become necessary, the Employer will first discuss any intended use with the Association. Under emergency conditions where advance discussion is not feasible, a temporary use of such shifts may occur, to be followed by discussions between the Parties. Individual Registered Nurses may personally elect to work rotating shifts for personal reasons, subject to approval by the Employer.

1400

**ARTICLE 14
COMPENSATION**

1401 Wage Schedules

1402 The Wage Schedule, Appendix A, shall become effective beginning on January 1, 2012. The Wage Schedule incorporates a ten (10) step wage schedule. Further, the Wage Schedule, Appendix A, is reflective of the following:

- Effective January 1, 2012, all Registered Nurses will receive a one and one-half percent (1.5%) across-the-board increase to their wage rates.
- Effective January 1, 2013, all Registered Nurses will receive a one and one-half percent (1.5%) across-the-board increase to their wage rates.

- Effective January 1, 2014, all Registered Nurses will receive a two percent (2.0%) across-the-board increase to their wage rates.
- Effective March 1, 2014, all 12-hour Registered Nurses will be paid at straight time rates based upon the applicable wage grid.

1403 A newly employed nurse may start at any rate up to and including Step 4, regardless of the nurse's prior years of experience. If the Employer determines that a newly hired Registered Nurse needs to be hired at a higher step, up to Step 6, the Employer may do so, provided that it has met with the Association in advance to discuss the placement of the Registered Nurse.

1404 Per Diem Registered Nurses

1405 All Per Diem and Wage Option Registered Nurses will be placed at the appropriate step on the Wage Schedule based upon the service credit formula described in Paragraph 1002.

1406 Wage Option Plan

1407 An alternate compensation program will be available as a Wage Option for all new hires and regular Full-time and regular Part-time Registered Nurses, which shall provide a higher hourly rate of pay in lieu of Employer provided benefits including, but not limited to, paid time off (PTO), health, dental, pension and insurance plans.

1408 Registered Nurses desiring the Wage Option program must enroll for a six (6) month period, which shall continue thereafter until the Registered Nurse elects to return to the Standard Pay Plan. Registered Nurses may only change status after spending at least six (6) calendar months in a given status, and changes may only occur on January 1 and July 1 annually. All requests to change status must be received in the Human Resources Department by May 1 for a July 1 change, and by November 1 for a January 1 change.

1409 Payment for Wage Option and Per Diem Registered Nurses

1410 A Registered Nurse who is employed in the Wage Option or Per Diem status shall be paid at the rate of twenty percent (20%) above the base rate the Registered Nurse would receive under the Wage Schedule for Full-time and Part-time Registered Nurses. This pay differential is in lieu of benefits. This provision shall apply to newly employed Registered Nurses. Those Registered Nurses on the payroll as of the effective date of this Agreement whose rate of pay exceeds the appropriate rate shall be red circled at their ten present rate of pay, thereafter to receive step increases to which they become entitled.

- 1411 Registered Nurses in the Wage Option and Per Diem status shall receive all overtime premiums, shift and specialty differentials as specified under the provisions of this Agreement.
- 1412 Interim Permit Registered Nurses
- 1413 An Interim Permit Registered Nurse will be hired in at the Interim Permittee rate, and shall be paid at the start rate of the Registered Nurse Wage Schedule upon receiving a Registered Nurse license, or a verbal confirmation from the State of such licensur, until a permanent Registered Nurse license is received.
- 1414 Clinical Ladder Grid
- 1415 Registered Nurses shall receive a Registered Nurse classification based on meeting all necessary qualifications found in the Clinical Ladder Grid for Specialty Pay, Attachment D, and a class-appropriate rate of pay as set forth in the Wage Schedule, Appendix A.
- 1416 Registered Nurses hired on or before ratification of this Agreement who are classified as RN Is/ Specialty Is or RN IIs/ Specialty IIs and who do not meet all the necessary requirements of the new Clinical Ladder grid shall have two hundred seventy (270) days from the date of ratification of this Agreement to fulfill all the necessary Clinical Ladder grid requirements to maintain their current RN classification. Any Registered Nurse who fails to meet the requirements shall be re-designated to the RN classification for which he/she meets the necessary Clinical Ladder grid requirements.
- 1417 If the RN is unable to complete a class required for Specialty Grid placement due to (1) an inability to get time off from work or (2) class unavailability, the RN will be required to submit in writing to their Director the reason that he/she was unable to complete the course requirement. In addition, the RN will provide the date when he/she will complete the course requirement. In such cases, the RN shall be provided with an extension, but in no case shall the extension be longer than ninety (90) calendar days.
- 1418 The Employer will do a one time notice in January 2012 to advise all RNs of the date required to complete the qualifications for the Specialty Grid (i.e. whichever date falls on day 270 from ratification).
- 1419 Registered Nurses hired on or before ratification of this Agreement shall have their current years of experience grandfathered to meet the minimum years of experience requirement for each Hospital unit and RN classification found in the Clinical Ladder grid.

- 1420 All Registered Nurses hired after ratification of this Agreement shall immediately meet the necessary requirements of the new Clinical Ladder grid for appropriate RN classification and placement on the Wage Grid.
- 1421 Once the Registered Nurse has reached the requirements as established in the Clinical Ladder Grid, there is an ongoing requirement that the Registered Nurse maintain these requirements. Should the individual allow the requirements to lapse, the Registered Nurse will be provided thirty (30) days to rectify the issue(s). Should the issue(s) not be resolved within the thirty (30) day period, the pay scale will be redesignated accordingly until such time as the Registered Nurse has once again fulfilled these requirements.
- 1422 Specialty IV
- 1423 Specialty IV Registered Nurses will be provided an additional twelve (12) hours of work time and pay per month to create, administer and implement this project, scheduled so that it only qualifies for straight time pay. In addition, Specialty III Registered Nurses will be expected to utilize downtime they may have during regularly scheduled working hours to work on this project.
- 1424 The parties agree that the Clinical Ladder Grid for Specialty Pay, Attachment D, will not be altered or changed for the duration of this Agreement except by mutual agreement.
- 1425 Certification and Recertification Costs
- 1426 The Employer shall continue to pay for all certification and recertification costs for those Registered Nurses working as Mobile Intensive Care Nurses, as selected by the Employer at its sole discretion.
- 1427 Certification and re-certification costs shall include:
- 8.0 hours field observation with a Los Angeles County ALS unit.
 - 32.0 hours of lecture approved by the Los Angeles County EMS Division.
 - 12.0 hours of base hospital audio tapes and/or written patient care records.
- All requirements must be met through participation at other base hospitals meeting Los Angeles County EMS requirements.
- 1428 Charge Nurse
- 1429 All Registered Nurses who serve as Charge Nurse shall be paid a differential of eight percent (8%) above the Registered Nurses straight time rate of pay for all hours of work spent in a Charge Nurse capacity.

- 1430 A charge nurse shall not “approve” missed meal periods, however, charge nurses can confirm to management whether or not Registered Nurses received a meal period.
- 1431 A Registered Nurse returning to the bargaining unit from a non-bargaining unit position shall not perform charge/lead duties for ninety (90) days. Management shall convene a meeting with the transitioning Registered Nurse to review his/her new responsibilities. Additionally the Registered Nurse will be encouraged to seek EAP assistance where appropriate.
- 1432 Shift Differentials
- 1433 All Registered Nurses shall receive a shift differential for work performed on the evening (PM) and night shift as follows:
- 1434 Evening Shift \$2.50 per hour
- 1435 Night Shift \$4.25 per hour
- 1436 Bilingual Differential
- 1437 A Registered Nurse shall not be required to provide translation and/or interpreting services for the Employer. A Registered Nurse agreeing to provide such services shall do so only on a voluntary basis and shall be held harmless for any legal or other adverse action arising from an alleged misrepresentation or misinterpretation as a result of translating or interpreting activities.
- 1438 A Registered Nurse who has volunteered to provide translating or interpreting services and who has been designated by the Employer as an interpreter or translator pursuant to the provisions of California Health and Safety Code Section 1259(c)(5) shall be paid a Bilingual differential at the rate of sixty dollars (\$60) per month.
- 1439 Reporting Pay
- 1440 A Registered Nurse called in or scheduled to work, and who reports to work will receive a minimum of four (4) hours reporting pay, including differentials which would have otherwise been paid for the assigned work, or provided with four (4) hours of work, or provided any combination of work and pay totaling four (4) hours. The Employer may assign the Registered Nurse to other duties for which the Registered Nurse is qualified. If the Registered Nurse refuses the alternate work, then no reporting pay shall be paid. Registered Nurses who elect to work may waive this provision.
- 1441 A Registered Nurse called to work for more than four (4) hours will receive pay for all hours actually worked.

1442 On-Call Pay

1443 Actual work time shall begin when the Registered Nurse arrives at any work to which called, and shall end when the Registered Nurse finishes the assigned work, provided however, that the Registered Nurse shall be guaranteed a minimum of two (2) hours of work or pay in lieu for each call-in. During the two (2) hour call back guarantee, the Registered Nurse will perform all job functions that are required. A Registered Nurse shall receive one and one-half times (1½X) the straight time rate of pay for all hours actually worked or guaranteed during the on-call period. A Registered Nurse who has completed a scheduled twelve (12) hour shift, within a twenty-four (24) hour work day, shall be paid at a rate of two (2) times the regular rate of pay for call back.

When a Registered Nurse is on standby on a recognized holiday and is called into work the Registered Nurse shall continue to receive standby pay during the call back period.

All Registered Nurses employed by the Medical Center for a continuous period of time beginning before the date of ratification of the Collective Bargaining Agreement shall continue to receive their on-call pay at rates in effect as of the date of ratification of this Collective Bargaining Agreement. For all such Registered Nurses, on call pay shall be frozen for the full term of the Collective Bargaining Agreement.

All Registered Nurses whose employment with the Medical Center begins on or after the date of ratification of the Collective Bargaining Agreement shall be paid a flat rate of \$12.00 per hour for on-call hours, for the full term of the Collective Bargaining Agreement.

1444 Call requirements shall be equitably distributed among all qualifying Registered Nurses (competence demonstrated and documented) unless otherwise voluntarily agreed to or on a protected leave.

1445 Promotions

1446 A Registered Nurse promoted to a higher job classification covered by this Agreement will be advanced to the pay level of the higher classification at the same tenure step held immediately prior to assuming the duties of the new position. Remaining step increases will occur beginning with the Registered Nurse's next anniversary date. The Registered Nurse's annual performance review date shall be one (1) year from the effective date of the Registered Nurse's promotion.

1447 Mileage Allowance

1448 The Employer will reimburse Registered Nurses at the appropriate Internal Revenue Service rate per mile for the authorized use of their personal automobile when performing the Employer's business.

- 1449 If a business trip occurs during a Registered Nurse's regular day of work, mileage will be claimed only in excess of the distance normally traveled to and from the Registered Nurse's regular work location. If a Registered Nurse is temporarily assigned to another location, mileage shall be claimed for the distance traveled to and from the temporary assignment, but only in excess of the distance normally traveled to and from the Registered Nurse's regular work location.
- 1450 Hospital Convenience Days
- 1451 On the occasion of low patient census days, and in keeping with the seniority provisions of this Agreement, Registered Nurses may be asked to take a Hospital Convenience Day. A Hospital Convenience Day is a day off without pay. A Registered Nurse shall be entitled to use a day of accrued PTO pay when accepting such a day off.
- 1452 A Registered Nurse accepting unscheduled on-call status in lieu of the regularly scheduled day of work may request and receive accrued PTO pay, in addition to the on-call pay, provided the Registered Nurse is not called in to work. The combination of pays shall not exceed the amount the Registered Nurse would have otherwise received for that scheduled shift.
- 1453 Payroll Checks
- 1454 All Registered Nurses will be paid all earnings due on each payday, and the Employer shall make every effort that there be no undue delay in the issuance of paychecks. Whenever an observed holiday falls on a Thursday payday, paychecks will be issued on the preceding day.
- 1455 Registered Nurse Status Terms
- 1456 Full-time Registered Nurse
- 1457 A regular Full-time Registered Nurse is a Registered Nurse who is regularly scheduled to work a standard workweek of; (1) eight (8) hours per day, five (5) days per week, or (2) ten (10) hours per day, four (4) days per week; or (3) twelve (12) hours per day, three (3) days per week, or any such other Full-time schedule as may be established during the term of this Agreement.
- 1458 Part-time Registered Nurse
- 1459 A regular Part-time Registered Nurse is a Registered Nurse who is regularly scheduled to work a specific number of hours per standard workweek, but normally less than the number of hours per standard workweek of a Full-time Registered Nurse. Registered Nurses on a part-time schedule are eligible to receive benefits provided they are regularly scheduled to work twenty (20) or more hours per workweek.

- 1460 Wage Option Registered Nurse
- 1461 Full-time or Part-time Registered Nurses who are scheduled to work a regular schedule of at least twenty (20) hours per standard workweek may elect to waive all benefits provided herein, unless otherwise required by law or by this Agreement, and shall be paid on the Per Diem wage schedule as a Wage Option Registered Nurse. Such Wage Option Registered Nurses are otherwise fully participating in all features of this Agreement, unless otherwise provided herein.
- 1462 Per Diem Registered Nurse
- 1463 Per Diem Registered Nurses are normally employed to work at irregularly scheduled times on an intermittent basis, and are used for such purposes as supplementing the basic work schedule and serving as vacation and sick leave replacements, and will be paid on the Per Diem wage schedule. Per Diem Registered Nurses receive only those benefits specifically provided for in this Agreement, or as otherwise required by law. The Employer may establish minimum monthly work requirements for Registered Nurses in order to maintain employment as a Per Diem Registered Nurse.
- 1464 Temporary Registered Nurse
- 1465 Temporary Registered Nurses are hired only for a specific temporary period of time in a temporary job assignment, and will be paid on the Per Diem wage schedule. Temporary Registered Nurses shall receive no benefits except as required by law. Temporary Registered Nurses will be subject to the same overtime premiums and shift differentials as are applicable to all other Registered Nurses. There shall be no minimum weekly or monthly work requirements for Temporary Registered Nurses, and such Registered Nurses will be listed on a separate roster from all other employed Registered Nurses.
- 1466 Witness Pay
- 1467 Registered Nurses will receive pay as time worked under terms of this Agreement for all time spent on behalf of the Employer at appearance, or on standby in legal proceedings arising out of the course and scope of employment

1500 **ARTICLE 15**
PAID TIME OFF

- 1501 Paid Time Off
- 1502 Paid Time Off (PTO) as set forth in this Article, will be utilized for all approved paid absences from work including, vacations, holidays and sick leave. PTO will be utilized for

personal business, medical office visits and leaves of absence, except as otherwise provided in the Leaves of Absence Article.

1503 Eligibility for PTO

1504 All regular Full-time and regular Part-time Registered Nurses who are regularly scheduled to work twenty (20) or more hours per standard workweek are entitled to PTO in accordance with the provisions of this Article. Wage Option, Per Diem and Temporary Registered Nurses are not eligible for PTO accrual or use.

1505 A probationary Registered Nurse shall accrue PTO during the probationary period.

1506 Use of PTO

1507 Where a Registered Nurse has an accrued but unused balance of PTO, such PTO must be used for all scheduled and unscheduled time off from regular days of work including, but not limited to, vacations, sick time, holidays, personal business days, all leaves of absence, except as otherwise provided in Article 16.

1508 PTO shall only be used on otherwise regularly scheduled days of work.

1509 In cases where the Registered Nurse actually works less than the scheduled work due to reduced patient census or other departmental work needs as determined by the Employer, or is requested to take a Hospital Convenience Day, PTO use shall be at the Registered Nurse's discretion.

1510 A Registered Nurse who has taken a scheduled PTO day with the approval of the supervisor, or who has taken a PTO day due to a call-off resulting from a lack of work, may, with the approval of the immediate supervisor, elect to work any additional time which may become available during the same pay period, and no charge will be made to the Registered Nurse's PTO account.

1511 Accrual and Payment

1512 All regular Full-time and Part-time Registered Nurses who are eligible for PTO will receive accrued PTO credit on an hourly basis for each hour worked, and effective January 1, 2011, each hour of Hospital Convenience ("HC") Time, up to a maximum of forty (40) hours per workweek as follows:

<u>Years of Service</u>	<u>PTO Accrued per Hour Worked</u>	<u>Maximum Annual Accrual</u>
0 to 4 years	.1111 hours	208 Hours
5 to 9 years	.1354 hours	248 Hours
10 plus years	.1607 hours	288 Hours

1513 All references to “years of service” used within this or any other provisions of this Article shall be in accordance with the Seniority Article.

1514 Requests for unpaid time off will not be granted, except as otherwise provided in this Agreement.

1515 PTO shall not be considered as time worked for purposes of additional PTO computation. Any other time not actually worked including paid or unpaid leaves of absence, and on-call time shall not be considered as time worked for purposes of PTO accrual.

1516 PTO shall not be counted as hours worked for purposes of overtime computation.

1517 PTO accruals shall not exceed the following maximums:

<u>Years of Service</u>	<u>PTO Accrued per Hour Worked</u>
0 to 4 years	416 hours
5 to 9 years	496 hours
10 plus years	576 hours

1518 PTO shall be paid at the Registered Nurse’s straight time hourly rate, plus any additional shift differential or other differentials in effect at the time the PTO is taken, and shall be paid in the regular paycheck for the pay period in which the PTO is used.

1519 PTO Payoff

1520 If a Registered Nurse reaches the maximum accumulation of PTO hours at any time during the year, the Registered Nurse will receive an automatic payment of eighty (80) hours from the Registered Nurse’s PTO account. The Registered Nurse shall receive such payment no more than once in any anniversary year.

1521 A Registered Nurse may request an annual cash payment of accumulated PTO provided at least sixty (60) hours remain in the Registered Nurse’s PTO account. The cash payout will be made on the Registered Nurse’s anniversary date.

1522 In the event of a personal emergency, a Registered Nurse may be paid for accrued PTO in lieu of time off. The qualified Registered Nurse is allowed to be paid for all PTO in excess of sixty (60) hours. Appropriate forms for such a request can be obtained from the Human Resources Department.

1523 Upon severance of employment or in the event of the Registered Nurse’s death, the Registered Nurse or the Registered Nurse’s beneficiary, as named by the Registered Nurse or determined by state law, shall be paid all accrued PTO at the Registered

Nurse's regular hourly rate, plus any additional shift differential or other differentials in effect at the time of termination.

- 1524 PTO shall not be used as a substitute for State Disability Insurance or Workers' Compensation benefits to which the Registered Nurse would otherwise be entitled. The Employer will integrate State Disability Insurance and Workers' Compensation with PTO to maximize the effect of the benefits. If the Registered Nurse is eligible for Workers Compensation Insurance payments, he/she may elect not to supplement the temporary disability by utilizing Paid Time Off. If the Registered Nurse elects not to integrate such disability benefit, he/she must inform the Employer in writing within the first (1st) seven (7) days of the industrial absence. Registered Nurses electing this option will be placed on an unpaid medical leave status commencing with the date of disability.
- 1525 Scheduling PTO
- 1526 Requests for PTO for scheduled time off from work for one (1) to five (5) calendar days other than PTO as stated in Paragraphs 1535 and 1536 of this Article, must be submitted in writing to the Registered Nurse's immediate supervisor at least one (1) week prior to the first requested day of PTO, and must be approved in writing by the supervisor before any PTO is taken. Requests for PTO in excess of five (5) calendar days, other than PTO as stated in Paragraphs 1535 and 1536, must be submitted at least three (3) weeks prior to the first requested PTO day off and must be approved in writing by the immediate supervisor before the PTO is taken. At the discretion of the immediate supervisor, less than the required advance notice may be acceptable in order to schedule PTO.
- 1527 PTO time shall be scheduled in increments of not less than four (4) hours, except as necessary under FMLA, CFRA, CESLA, or the California Family School Partnership Act.
- 1528 The Employer shall have the right to cancel any approved PTO time upon at least forty-eight (48) hours advance notice if deemed reasonably necessary for staffing based solely on verifiable emergent patient care requirements. Registered Nurses not in a vacation status will be first utilized to maintain staffing regardless of seniority.
- 1529 Individual requests for PTO shall not be unreasonably denied for any reason, including the time of the year, and every effort will be made to provide PTO as requested. The Employer shall have the right to approve or disapprove PTO requests. No Registered Nurse will be required to return to work from a scheduled vacation or other scheduled PTO unless extreme emergency conditions so require.
- 1530 The number of Registered Nurses scheduled to be off work on PTO at any one time shall be determined by the Employer depending on staffing based on patient care requirements. Where two (2) or more Registered Nurses concurrently request the same

PTO dates or times, PTO shall be granted on the basis of seniority as defined in the Seniority Article.

1531 Scheduling PTO as Vacation

1532 Registered Nurse seniority shall be utilized for two (2) choices of vacation time off but only one choice may include a major holiday. If the Employer approves a vacation that encompasses time off during a holiday this approval supersedes the holiday rotation requirements.

1533 If a Registered Nurse voluntarily cancels a vacation request, the Registered Nurse must do so within fourteen (14) days of the vacation. Under such circumstances the vacation shift(s) will be granted to the next Registered Nurse who would have been eligible to have the vacation days off based on the formal PTO request process, as provided for in the agreement.

1534 Unscheduled PTO

1535 Unscheduled PTO for illnesses or other unanticipated personal emergencies will require two (2) hours advance notification to the Registered Nurse's immediate supervisor prior to the start of the shift for Registered Nurses on the day shift, and three (3) hours advance notification for other shifts.

1536 Notification as required in Paragraph 1535 is not required if the Registered Nurse's own disability, or an emergency, makes it impossible to provide such notification. In such cases, the Registered Nurse will provide notice to the immediate supervisor of the reason for such absence as soon as is reasonably possible.

1537 Failure to give notification may result in formal discipline.

1538 Recognized Holidays

1539 The following holidays are recognized holidays for the purposes of this Agreement:

New Year's Day	Martin Luther King, Jr.'s Birthday
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	

1540 Holidays listed in Paragraph 1539 will be observed on the dates provided by federal legislation.

- 1541 Registered Nurses may request and will be granted one (1) religious holiday, other than the holidays listed in Paragraph 1539, of their choice as PTO, per year, provided the Employer is able to schedule such absence without adversely affecting patient care.
- 1542 Pay for Holidays Worked
- 1543 If a Registered Nurse in any status works a recognized holiday listed in Paragraph 1539, the Registered Nurse shall receive pay at one and one-half (1½X) times the Registered Nurse's straight time rate of pay for all hours worked on such holiday provided the Registered Nurse has worked the scheduled shifts of work immediately before and after the holiday. Only one (1) shift at such premium rate will be paid for each observed holiday, except that customary overtime provisions may apply to additional shifts of work. Registered Nurses who are required to be off on a holiday or any other scheduled day due to a closure of their department will not be required to take PTO. If additional days off are given due to a closure of their department, PTO usage shall be at the discretion of the Registered Nurse.
- 1544 Registered Nurses assigned to the night shift will be required to work the majority of the shift on a holiday in order to receive the holiday worked premium.
- 1545 Registered Nurses working a twelve hour shift will receive the holiday premium for eight (8) hours.
- 1546 Except for regularly scheduled days off, the Employer may schedule Registered Nurses to work on holidays according to required patient care needs. All Registered Nurses will normally be guaranteed at least two (2) minor holidays off duty on an equitable basis from amongst the holidays of Martin Luther King Jr. Birthday, Memorial Day, Independence Day and Labor Day unless the Registered Nurse wishes to work a greater number of holidays. Each Registered Nurse will normally receive at least two (2) major holidays off between and including Thanksgiving and New Year's Day, the day before Christmas, and New Year's Eve will be considered holidays for purposes of granting such holidays off duty.
- 1547 Effective July 1, 2007, if nurses work on any of the following three (3) holidays, Christmas Day, Thanksgiving Day or New Year's Day, the first eight (8) hours shall be paid at one and one half times (1½x) the regular rate of pay and the final four (4) hours shall be paid as double time (2x) the regular rate of pay.
- 1548 If a Registered Nurse voluntarily cancels a holiday request, the Registered Nurse must do so within fourteen (14) days of the holiday. Under such circumstances the holiday slot will be granted to the next Registered Nurse on the holiday list in accordance with this Agreement.

1549 SFRNA negotiation team members shall not suffer any loss of seniority or PTO accruals when in negotiations or in designated negotiation related meetings. It is understood that negotiation time is unpaid time.

1600

**ARTICLE 16
LEAVES OF ABSENCE**

1601 Eligibility

1602 Regular Full-time and Part-time Registered Nurses who have completed ninety (90) calendar days of employment shall be eligible for unpaid personal, medical, educational, judicial, critical family illness, parental and military leaves of absence, and for paid bereavement leaves of absence, as described under the provisions of this Article. Eligibility for unpaid leaves of absence due to jury duty, maternity leaves of absence or work related illnesses or injuries will begin with the Registered Nurse's date of hire.

1603 Registered Nurses who are paid in lieu of benefits and who average twenty (20) or more hours of work per workweek are eligible for all unpaid leaves of absence provided herein.

1604 Per Diem Registered Nurses and Registered Nurses who are regularly scheduled to work less than twenty (20) hours per workweek, are eligible only for unpaid leaves of absence due to jury duty, maternity leaves of absence or work related illnesses or injuries under the same conditions as Full-time and Part-time Registered Nurses.

1605 Leaves of absence may be granted for an initial period of up to six (6) months, except where a longer period of leave may be required by state or federal law, and the Employer shall have the exclusive right to grant or deny a leave of absence or any extension. Extension of a leave of absence will be considered and may be granted by the Employer at its discretion provided the Registered Nurse gives at least one (1) calendar week advance notice to the Human Resources Department prior to the scheduled return to work date.

1606 A Registered Nurse may not use a leave of absence for purposes of taking alternate employment. If the Employer determines that a Registered Nurse has violated this provision, discipline up to and including discharge may result.

1607 Leave of Absence Request Procedure

1608 Requests for leaves of absence shall be in writing on a form provided by the Employer for that purpose. Leaves must be approved in advance in writing by the Employer,

except that in an emergency, the need for the leave will be confirmed in writing within a reasonable time following the emergency.

- 1609 Requests for a leave of absence shall be submitted to the Registered Nurse's immediate supervisor on a Request for Leave of Absence form as soon as the need for the leave is known to the Registered Nurse. The Request for leave of Absence form must be submitted along with any required documentation stating the need for the leave of absence. For FMLA leaves only, the Registered Nurse shall not be required to disclose the reason for such required leave to his or her supervisor.
- 1610 Leaves of absence may be extended only through the written agreement of the Registered Nurse and the Employer.
- 1611 Medical leaves of absence will be supported by written documentation from a physician describing the medical needs or disability prior to the start of such leave. Maternity leaves of absence will be supported by written documentation from a physician prior to the start of such leave. The employer may require additional medical information as may be appropriate for both medical and maternity leaves of absence.
- 1612 All requests for leaves of absence or extensions must be approved by the Department Head and the Human Resources Department.
- 1613 Benefits While on Leave of Absence
- 1614 Registered Nurses on an authorized unpaid leave of absence will not forfeit any benefits earned prior to the leave except as provided in Paragraph 1617, nor shall the Registered Nurse earn any benefits during the period of the leave. Accrued Paid Time Off must be used for all leaves of absence, except for medical leaves of absence of forty-five (45) calendar days or more, a Registered Nurse may reserve up to forty (40) hours of use as annual vacation.
- 1615 During a leave of absence, the Registered Nurse's insurance premiums will be covered through the end of the month in which the thirtieth (30th) unpaid day falls. Starting with the first day of the following month, the Registered Nurse will be responsible for the payment of insurance premiums for personal coverages. Insurance premiums for dependent coverage will be deducted from the hospital portion of integrated pay (PTO, SDI). If the premium amount exceeds the amount of the hospital portion of integrated pay or if the integrated pay hours are used, the Registered Nurse will then be responsible for full payment of the premium. Coverage will be canceled if the Employer does not receive the insurance premiums from the Registered Nurse within two (2) calendar weeks of the premium date due. The Employer will provide written notice to Registered Nurses on leaves of absence of insurance coverage end dates, where applicable.

- 1616 Adjustment of Seniority
- 1617 Authorized leaves of absence in excess of thirty (30) calendar days will result in the adjustment of the Registered Nurse's Hospital Seniority and Classification Seniority, and performance review date, by the length of the leave in excess of thirty (30) calendar days. When the Employer revises any seniority or performance review dates, immediate notice will be given to the affected Registered Nurse.
- 1618 Maternity Leave
- 1619 Maternity leaves of absence related to pregnancy, childbirth or a related medical condition will be granted to a maximum of four (4) calendar months. A Registered Nurse returning from a maternity leave of absence will be returned to the Registered Nurse's job held at the time the leave began, unless the Registered Nurse's former job ceased to exist because of legitimate business reasons, or, the means of preserving the job, such as leaving it unfilled or filling it with a Temporary Registered Nurse would impair the Employer's ability to maintain appropriate patient care.
- 1620 In the event the former job is unavailable, the Employer will return the Registered Nurse to a substantially comparable job for which the Registered Nurse is qualified. If no substantially comparable job is available at that time, or if placing the Registered Nurse in a substantially comparable job will impair the Employer's ability to maintain appropriate patient care, the Employer will offer the Registered Nurse the next position available for which the Registered Nurse is qualified.
- 1621 Occupational Injury or Illness Leaves of Absence
- 1622 A Registered Nurse who is injured or suffers a work related illness on the job shall be placed on an industrial leave of absence beginning with the first day of such injury or illness. Registered Nurses covered by Workers' Compensation will remain on industrial leave until such time as the Registered Nurse has been released by a physician, and such release is accepted by the Employer. When released to return to work, the Registered Nurse must be available and physically capable of performing the job.
- 1623 Upon release to return to work from an occupational injury or illness, the Employer will require the Registered Nurse to provide a return to work authorization giving the name of the attending physician, the physician's signature, the date the Registered Nurse is released to return to work, and a description of any continuing disability. The Employer may also seek additional medical opinion(s) if it so desires and at its own expense.
- 1624 Upon release to return to work from an occupational injury or illness for which there are no medical restrictions, a Registered Nurse will be placed in the former or comparable job if available. If neither is available, the Registered Nurse will be placed in a

preferential rehire status for the next available job for which the Registered Nurse is qualified as soon as practical.

- 1625 If the Registered Nurse is released to return from an occupational illness or injury and is unable to perform the former job, the Employer shall then make an appropriate determination of the job or jobs which the Registered Nurse may perform, if any. The Registered Nurse may bid on any job vacancy which the Registered Nurse is physically capable of and qualified to perform in keeping with the medical restrictions and limitations.
- 1626 Jury Duty
- 1627 A Registered Nurse who presents proper documentation from a court informing of the Registered Nurse being called for jury duty will be placed on a leave of absence throughout the entire period during which the Registered Nurse is required to serve. The Employer will pay Registered Nurses for a maximum of three (3) days per rolling twelve (12) month period when called to jury duty on a day in which the employee is regularly scheduled to work. The Registered Nurse must provide proof of jury duty from the jury commissioner before receiving such payment.
- 1628 Whenever a Registered Nurse is excused by a court from daily jury duty, or is placed on an on-call status, the Registered Nurse may so inform the Employer, and the Employer will make efforts to provide any available work which the Registered Nurse is qualified and willing to perform during the period of jury duty.
- 1629 A Registered Nurse shall have the option to use PTO for attendance at jury duty.
- 1630 Military Leave
- 1631 The Parties agree to comply with the Uniform Services Employment and Reemployment Act. 38 U.S.C. § 4301 *et seq.*
- 1632 Bereavement/Compassionate Leave
- 1633 When a death occurs in the immediate family of a Registered Nurse, the Registered Nurse will be entitled to a paid leave of absence for bereavement of up to three (3) scheduled work days. For deaths of immediate family members whose home or place of burial requires the Registered Nurse to travel in excess of 100 miles, up to two (2) additional unpaid leave days may be added for such travel. The Employer may require appropriate proof of need for the leave. If proof is not provided, the Registered Nurse may be required to use PTO.

- 1634 No employee shall be charged with any absence which may result in discipline under the Employer's attendance policy for attending the funeral of a member of the employee's immediate family. In addition, if more time is needed the employee may request PTO or unpaid time to travel, make arrangements or other funeral related activities. Such request will not be unreasonably denied.
- 1635 For purposes of this Agreement, the Registered Nurse's immediate family members shall be defined as: current spouse, mother, father, son, daughter, brother, sister, grandparents, grandchildren, legal guardian, legal ward, current father-in-law, current mother-in-law, domestic partner—their parents and children, step relative (parent, child, sibling), and foster children. The Employer may require legal proof of death, or proof of familial relationship if a reasonable doubt occurs.
- 1636 Return from Leave of Absence
- 1637 Registered Nurses shall give as much advance notice as is possible of their intent and availability to return to work following an authorized leave of absence. Prior notice of two (2) calendar weeks may be required by the Employer in order that staff assignments may be adjusted. When conditions permit, the Employer will attempt to reinstate the Registered Nurse earlier than two (2) weeks. Any Registered Nurse who fails to return to work at the end of an approved leave of absence shall be considered to have voluntarily resigned.
- 1638 A Registered Nurse returning from an approved leave of absence shall be reinstated to the former or comparable job assignment held prior to the leave of absence if available. A comparable job is defined as one on the same unit or on the same shift as the job previously held. If neither the former nor a comparable job is available, the Employer will offer the Registered Nurse the next available job for which the Registered Nurse is qualified that is as nearly comparable to the original job with respect to wages, hours of work and benefits as is reasonable under the circumstances.
- 1639 In the case of a medical leave or maternity leave, the Registered Nurse must provide the supervisor with a release from the Registered Nurse's personal physician which states the Registered Nurse may perform work assignments prior to the Registered Nurse's return to work. As the Employer deems necessary, a separate assessment by the Employer's Industrial Physician of the Registered Nurse's capabilities to perform the work assignment, at the Employer's expense may be required prior to the Registered Nurse's return to work.
- 1640 Family Leave

1641 The Employer will comply with the provision of the California Family Rights Act, as amended and with the provisions of the Federal Family and Medical Leave Act of 1993, as amended.

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**ARTICLE 17
HEALTH, DENTAL AND INSURANCE PLANS**

1701 Health Benefits

1702 The Employer shall make available Group Health Insurance Plan coverage for all regular Full-time and regular Part-time Registered Nurses who are regularly scheduled to work twenty (20) hours or more per workweek. A summary description of such plan will be made available by the Employer with a copy given to each Registered Nurse at the time of hire, to include all then current supplements. Later supplements may be obtained by the Registered Nurse from the Human Resources Department.

1703 All Registered Nurses in a benefited part-time position shall be eligible for the HMO or POS health plans.

1704 Other health insurance options may be offered by the Employer upon notice to and bargaining with the Associations. Enrollment periods for such new plans will be specified and announced by the Employer. Registered Nurse and dependent contributions will be negotiated prior to any implementation.

1705 Health and Wellness Program

1706 Effective on the date of ratification of the Collective Bargaining Agreement, the Employer may implement a Health and Wellness Program. The Union and the Employer seek to improve Registered Nurses' understanding of wellness programs and the benefits of health risk assessments, which will lead to better health for the Registered Nurses and will address the problem of rising health insurance costs. The Union and the Employer recognize the Health and Wellness Program as a means of achieving these important goals. As such, the Union and the Employer seek to maximize Registered Nurses' participation in the Health and Wellness Program. To this end, the Union will assist the Employer in the marketing and promoting of the Health and Wellness Program to the members of the SFRNA bargaining unit.

1707 With respect to HMO coverage only, through December 31, 2013, the Employer will provide one hundred percent (100%) of the cost of the Employee, Spouse and Family coverage for all benefit eligible Full-time and Part-time bargaining unit employees scheduled to work twenty (20) hours or more per workweek or forty (40) hours per pay period. This also includes new hires, probationary employees, or any other bargaining

unit employees that may meet the waiting period requirement and become eligible and elect the HMO plan. It is understood that during open enrollment periods during this contract additional Registered Nurses may elect to participate in the HMO plan.

For the enrollment year beginning January 1, 2014:

- If the benefit eligible Registered Nurse and the Registered Nurse's spouse, if covered under the HMO, complete(s) a new and confidential online Health Risk Assessment no later than September 30, 2013, the Registered Nurse will not be required to make any contribution toward coverage under the HMO Plan.
- If the benefit eligible Registered Nurse and/or the Registered Nurse's spouse, if covered under the HMO, do(es) not complete a new and confidential online Health Risk Assessment by September 30, 2013, the Registered Nurse will be required to contribute five percent (5%) of the total premium based on the coverage selected by the Registered Nurse.
- All benefit eligible Registered Nurses whose employment with the Employer begins on or after October 1, 2013 or whose eligibility for health benefits under this Agreement begins on or after October 1, 2013 will be subject to the same requirements set forth above for the enrollment year beginning January 1, 2014. All such Registered Nurses will not be required to make any contribution toward coverage under the HMO Plan, provided that such Registered Nurses and their spouses, if covered under the HMO, complete(s) the new and confidential online Health Risk Assessment by the date of enrollment. If such Registered Nurses and/or Registered Nurses' spouses, if covered under the HMO, do(es) not complete the new and confidential online Health Risk Assessment by the date of enrollment, the Registered Nurse will be required to contribute five percent (5%) of the total premium based on the coverage selected by the Registered Nurse.

1708 Those Registered Nurses currently enrolled in the HMO health plan will receive medically necessary outpatient prescription drugs at the cost of the HMO health plan co-payment.

1709 Dental Care

1710 The Employer shall provide a dental care plan for all regular Full-time and regular Part-time Registered Nurses who are regularly scheduled to work twenty (20) hours or more per workweek. The dental plan shall be fully paid by the Employer for Registered Nurse coverage only. Dependent coverage, paid by the Registered Nurse, shall be optional. The two-year plan lock on dental plan benefits will be eliminated effective 1/1/2012. A summary description of such plan will be made available by the Employer with a copy given to each Registered Nurse at the time of employment, to include all then current

supplements. Later supplements may be obtained by the Registered Nurse from the Human Resources Department.

1711 Vision Plan

1712 The Employer will provide a vision care plan as part of the health benefits program. Eligibility shall be the same as for other coverages of the Employer's health insurance program. The two-year plan lock on vision benefits will be eliminated effective 1/1/2012.

1713 Group Life Insurance

1714 The Employer will provide a life insurance coverage plan including Accidental Death and Dismemberment at no cost for all regular Full-time and regular Part-time Registered Nurses who are regularly scheduled to work twenty (20) hours or more per workweek, equal to a projection of the Registered Nurse's annual base wages paid by the Employer, rounded to the next highest \$1,000. Registered Nurses who work twelve (12) hour alternate shift schedules shall be provided group life insurance equivalent to the actual scheduled hours. Effective 1/1/2012, benefited Registered Nurses can elect buy-up options on Associate Life and Accidental Death and Dismemberment benefits. The cost of any such buy-up plan shall be fully paid for by the Registered Nurse. A summary description of such plan will be made available by the Employer with a copy given to each Registered Nurse at the time of employment, to include all then current supplements. Later supplements may be obtained by the Registered Nurse from the Human Resources Department.

1715 Effective 1/1/2012, benefited Registered Nurses can elect Dependent Life for spouse/registered domestic partner and child(ren). The cost for any such dependent life coverage shall be fully paid by the Registered Nurse.

1716 The Employer currently has a short term disability plan which benefit eligible Registered Nurses can participate in. The cost of any such participation shall be fully paid for by the Registered Nurse.

1717 Long Term Disability

1718 Employee paid long term disability coverage plan will be made available to all eligible Registered Nurses as determined by the provider. The long term disability plan shall be continued during the term of this Agreement unless otherwise agreed by the Parties.

1719 Long-Term Care

1720 Benefited Registered Nurses and their eligible dependents can elect to participate in the Employer sponsored Group Long-Term Care benefit plan. The cost of any such participation shall be fully paid for by the Registered Nurse.

1721 Spending Accounts

1722 Effective 1/1/2012, benefited Registered Nurses can elect to participate in the Health Care and Dependent Care spending accounts. The cost of any such participation shall be fully paid for by the Registered Nurse.

1723 Physical Examinations

1724 All pre-employment and annual physical examinations required of Registered Nurses by the Employer and performed by an Employer designated physician shall be given without charge to the Registered Nurse.

1725 If the Employer requires physical examinations to be given during the Registered Nurse's working time, the time spent at the physical examination shall be treated as time worked for pay purposes. Should a Registered Nurse request an alternate physician for personal reasons, the Registered Nurse may have alternate physician conduct the physical examination at the Registered Nurse's expense. The Employer reserves the right to require further physical examinations by an Employer designated physician, at the Employer's expense, for all pre-employment and annual physical examinations.

1726 Benefits Changes

1727 Prior to implementing any changes the Employer shall notify the Association of any proposed revisions to coverages, costs to Registered Nurses, or other significant provisions of the plans covered by this Article.

1728 Registered Nurses will have access to a confidential Employee Assistance Program to help resolve personal problems.

1729 In the event the Employer establishes or has established Wellness Programs, such programs will be available to all bargaining unit members if they so desire.

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**ARTICLE 18
PROFESSIONAL LIABILITY INSURANCE**

1801 The Employer carries and shall continue to carry professional liability insurance which shall cover all Registered Nurses employed at St. Francis Medical Center of Lynwood.

1802 The Parties shall meet should there be any substantial changes in the professional liability insurance program.

1803 Registered Nurses will not be required to pay any portion of the premium for the said insurance coverage

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**ARTICLE 19
PENSION PLAN**

1901 Daughters of Charity Health System Retirement Plan

1902 The Daughters of Charity Health System Retirement Plan is a defined benefit pension plan (DB pension plan) wherein Registered Nurses earn a pension benefit comprised of a basic pension benefit and an account based benefit.

1903 The basic pension benefit is determined by a Registered Nurse's length of service, annual earnings, and age at time of retirement.

1904 The account based benefit is based on an Employer matching credit of a Registered Nurse's contribution to the TSA Savings Plan, with interest accruing on the match account balance through a Registered Nurse's retirement age. The account based benefit was discontinued effective December 31, 2008; the account based benefit continues to earn interest annually.

1905 Registered Nurses are entitled to a DB pension benefit after five (5) years of vesting service. A year of vesting service is defined as 1,000 paid hours in a calendar year. A Registered Nurse may earn a partial year of service in his/her first or last year of calendar employment if they have less than 1,000 hours, provided they worked at the rate of 1,000 hours per calendar year.

1906 Effective December 31, 2011, the Employer shall freeze the DB pension plan's basic pension benefit for all bargaining unit Registered Nurses. The account based benefit shall continue to accrue interest through a Registered Nurse's retirement age.

1907 Registered Nurses who are not vested in the DB pension plan as of December 31, 2011 shall continue to accrue years of vesting service. The basic pension benefit earned by a

Registered Nurse participating in the DB pension plan as of December 31, 2011 shall be based on the Registered Nurse's credited service as of December 31, 2011 and his/her annual earnings for all calendar years of employment until December 31, 2011.

- 1908 With the exception of freezing the DB pension plan's basic pension benefit, the Employer shall not modify any other aspect of the DB pension plan, including but not limited to benefit commencement date criteria, forms of payment and death benefits.
- 1909 All Registered Nurses with a frozen DB pension plan benefit may access their frozen benefits under the same terms and conditions in effect during the DB pension plan year 2011.
- 1910 Registered Nurses hired on or after January 1, 2012 shall not be eligible for the DB pension plan.
- 1911 The Employer will adopt a revised funding policy for the DB pension plan, based on a ten (10)-year amortization schedule. The initial unfunded liability determined as of the January 1, 2012 actuarial valuation will be amortized over a ten (10)-year fixed period. Annual changes in unfunded liability due to such factors as market changes, demographic experience, or changes in assumptions, will be amortized over a seven (7)-year period following the valuation year in which they are recognized.
- 1912 On an annual basis, the Employer shall, within 90 days of receiving a written request, provide the Union with the annual DB pension plan valuation.
- 1913 Beginning January 1, 2014, the Employer shall provide each Registered Nurse plan participant an Annual Funding Notice.
- 1914 Daughters of Charity Health System Retirement Plan Account**
- 1915 The Employer shall implement a new Daughters of Charity Health System Retirement Plan Account (RPA) effective January 1, 2012. The RPA is a defined contribution plan fully funded by the Employer.
- 1916 Bargaining unit Registered Nurses are eligible to participate in the RPA beginning the first day of the month following the completion of 1,000 paid hours. Bargaining unit Registered Nurses hired before January 1, 2012 are eligible to participate in the RPA beginning on the first day of the month following the date such Registered Nurses would have been eligible to participate in the DB pension plan, if earlier, but in no event earlier than January 1, 2012.

1917 For each bargaining unit Registered Nurse hired before January 1, 2012, the Employer shall make a contribution to such Registered Nurse's RPA account based on the following schedule:

<u>Service</u>	<u>Contribution Rate</u>
<u>0-9 years</u>	<u>3%</u>
<u>10-14 years</u>	<u>5%</u>
<u>15-19 years</u>	<u>7%</u>
<u>20-24 years</u>	<u>9%</u>
<u>25-29 years</u>	<u>11%</u>
<u>30+ years</u>	<u>12%</u>

1918 For each bargaining unit Registered Nurse hired on or after January 1, 2012, the Employer shall make a contribution to such Registered Nurse's RPA account based on the following schedule:

<u>Service</u>	<u>Contribution Rate</u>
<u>0-9 years</u>	<u>3%</u>
<u>10+ years</u>	<u>5%</u>

1919 The Employer contribution amount shall be made based on a Registered Nurse's total paid compensation, but excluding severance pay, whether paid before or after termination of employment. The Employer contribution shall be deposited in individual Registered Nurse RPA accounts on a pay period basis. Registered Nurses that are designated as "per diem" will receive the Employer contribution only if such Registered Nurses complete at least 1,000 paid hours per calendar year, and such contribution will be made as soon as reasonably possible following the end of such calendar year.

1920 Registered Nurses are 100% vested in their RPA account after five (5) years of vesting service. A year of vesting service is defined as 1,000 paid hours in a calendar year.

1921 The five (5) year vesting schedule is as follows:

<u>Service</u>	<u>Vested Percentage</u>
<u>Less than 1 year</u>	<u>0%</u>
<u>1 year</u>	<u>20%</u>
<u>2 years</u>	<u>40%</u>
<u>3 years</u>	<u>60%</u>
<u>4 years</u>	<u>80%</u>
<u>5 years or more</u>	<u>100%</u>

1922 Registered Nurses shall receive credit for years of service based on their original date of hire with the Employer or a Daughters of Charity Health System (DCHS) employer other than the Employer, provided such Registered Nurses have not incurred five consecutive calendar years during which such Registered Nurses completed less than 501 paid hours

each year (a break in service). Credit shall also be provided for service accrued with a Catholic Healthcare West employer (CHW) on or prior to December 31, 2002, provided the Registered Nurse transferred from CHW to the Employer or DCHS on or prior to December 31, 2002, was employed by the Employer or DCHS at any time between January 1, 2002 and December 31, 2002, and has not incurred five consecutive breaks in service since the transfer.

1923 The RPA shall allow immediate distribution of account balances to plan participants upon termination of employment.

1924 TSA/403(b) Plan and 401(a) Plan

1925 The Employer shall continue a payroll deduction plan under which voluntary pre-tax contributions to a 403(b) Plan may be made by eligible Registered Nurses. The Employer will match contributions made to the Employer-sponsored 403(b) Plan. The match benefit will be provided through the Employer-sponsored 401(a) Plan and subject to the terms and conditions of the Plan. The Employer will contribute \$0.35 to a Registered Nurse's 401(a) Plan account for every \$1.00 the Registered Nurse contributes, for all of the Registered Nurse's contributions up to a maximum of 5% of total annual compensation.

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**ARTICLE 20
EDUCATION**

2001 In-Service Education

2002 The Employer may, as it deems necessary or as is otherwise required, establish and maintain In-Service educational programs, such as general orientation for newly hired Registered Nurses, job assignment related training, and courses in new concepts, innovations and techniques in providing patient care. The Employer will attempt to disseminate and/or publish announcements regarding these open programs throughout the hospital.

2003 Mandatory Education Programs

2004 Mandatory educational programs are those programs or courses that require the attendance of the Registered Nurse at a time and place specified by the Employer as a condition of employment. Such programs may include, but are not limited to, staff meetings, In-Service educational programs, special classes and continuing education classes.

- 2005 Attendance at mandatory programs will be treated as time worked for purposes of compensation. No associate shall be required to complete mandatory in-services/programs on lunch, break or non-compensated time. Any Registered Nurse education/training that takes place on a Registered Nurse's day off must be pre-approved in writing by the department manager and scheduled such that the time is paid at a straight time rate.
- 2006 Voluntary Attendance at Education Programs or Courses
- 2007 Registered Nurses who, at their option, voluntarily attend educational programs or courses not required by the Employer, shall not be paid for attendance at such programs or courses, even if such programs are offered on the Employer's premises, except where pre-approved by the Employer as described in Paragraphs 2021 through 2025.
- 2008 Reimbursement for Educational Programs or Courses
- 2009 Reimbursement for the cost of educational programs or courses attended by regular Full-time and Part-time Registered Nurses only will be provided, at the Employer's sole discretion, as long as the program(s) or course(s) meet the following criteria:
- 2010 The educational program or course must be offered by an accredited educational institution, professional association and/or other reputable agency.
- 2011 The educational program or course is directly related to nursing, or has the objective of increasing or enhancing the Registered Nurse's nursing knowledge, skills or abilities as may be applied at the hospital.
- 2012 A minimum of six (6) months active employment with a scheduled workweek of twenty (20) hours or more is required for eligibility for reimbursement.
- 2013 A Registered Nurse must agree in writing, at the time of application for reimbursement, to refund the Employer fifty percent (50%) of the reimbursement amount if the Registered Nurse voluntarily terminates employment with the Employer within six (6) months following completion of a course and/or program for which the Registered Nurse has received reimbursement in excess of \$100.00.
- 2014 Reimbursement will be made only upon evidence of satisfactory completion of the educational program or course. Satisfactory completion requires a passing grade. Evidence of attendance is also required for reimbursement for seminars, workshops and institutions which do not offer grades.

2015 Reimbursement must be requested within six (6) months of completing the courses and receiving the grade, and approval will be determined by the Registered Nurse's department manager and division vice president.

2016 Degree-Related Expenses

Effective July 1, 2011, the Employer will pay Registered Nurses' tuition, registration fees and book costs relating to degree attainment (i.e., bachelor's degree or master's degree) to a maximum of: \$

A. \$2,500 per Registered Nurse through the fiscal year ending June 30, 2012.

B. \$2,500 per Registered Nurse through the fiscal year ending June 30, 2013.

C. \$3,000 per Registered Nurse through the fiscal year ending June 30, 2014.

Such reimbursement does not include items such as lodging, supplies, transportation or meals.

2017 Non-Degree-Related Expenses

Effective July 1, 2011, the Employer will pay Registered Nurses' tuition, registration fees and book costs relating to non-degree attainment to a maximum of:

A. \$1,250.00 per Registered Nurse through the fiscal year ending June 30, 2012.

B. \$1,250.00 per Registered Nurse through the fiscal year ending June 30, 2013.

C. \$1,250.00 per Registered Nurse through the fiscal year ending June 30, 2014.

Such reimbursement does not include items such as lodging, supplies, transportation or meals.

The Employer agrees to a carve out to allow wage option access to the education reimbursement provisions above.

2018 To receive educational reimbursement, the Registered Nurse must submit, upon completion of the program or course, a completed "Tuition Reimbursement Request" form with the signatures of the appropriate department manager and divisional vice president to the Human Resources Department. The form must be submitted along with the Registered Nurse's official grade transcript or official certificate, course or program description, and receipts for tuition, registration fees and books.

2019 Reimbursement requests not approved shall be returned to the Registered Nurse with an explanation. Requests shall not be unreasonably denied.

2020 Should a Registered Nurse wish to pre-determine the Employer's acceptance of an educational program or course prior to registering for a particular offering, the Registered Nurse may submit the course announcement or outline to the Human Resources Department, and a pre-approval or disapproval statement will be issued within ten (10) calendar days following the initial inquiry.

2021 Education Leave With Pay

2022 The Employer will consider requests for educational leaves with pay. Programs or courses for which such pay may be considered are as defined at Paragraphs 2010 and 2011. Only regular Full-time and Part-time Registered Nurses with at least one (1) year of service with the Employer shall be eligible for education leave with pay. The Registered Nurse shall apply for educational days off in accordance with Articles 1334 and 1335 of this Agreement. Final approval of educational leaves with pay will be made within fifteen (15) calendar days from the date the request is made.

When approval is received, the Registered Nurse will be eligible to utilize educational leave with pay including shift differential, if applicable, not to exceed a total of twenty-four (24) hours per fiscal year effective through fiscal year 2012 for Full-time Registered Nurses, and a total of sixteen (16) hours per fiscal year for Part-time Registered Nurses.

Effective July 1, 2013, the total eligible hours to utilize educational leave with pay including shift differential, if applicable, are not to exceed a total of thirty-six (36) hours per fiscal year for full-time and twenty-four (24) hours per fiscal year for part-time. The granting of all requests for education leave with pay rests solely with the Employer, and will be predicated on such factors as course or program eligibility, patient care considerations, as well as staffing and scheduling concerns. Requests for education days shall not be unfairly denied.

2023 The Registered Nurse shall provide proof of satisfactory completion of the educational program attended upon return from the paid education leave. Failure to provide such proof may result in denial of approved paid education leave.

2024 Education leave with pay may not be accrued from year to year. Unused educational leave pay remaining at the end of the fiscal year will be forfeited. The current fiscal year is July 1 through June 30.

2025 When an educational course or program falls on a scheduled day of work, the Registered Nurse is expected to follow the schedule as posted.

2026 Paid education leave time shall not be considered as hours worked for the purposes of computing overtime.

- 2027 Bonus For National Certification
- 2028 Any Registered Nurse who provides proof to the Employer of successful completion of the National Certification Examination after July 1, 2001 will receive a one-time bonus in the amount of \$500.00.
- 2029 For each year that a Registered Nurse maintains his/her national certification, the Employer will provide a bonus in the amount of \$250.00.
- 2030 Advancement on the specialty grid (Attachment D) shall not be unduly delayed. The required form will be available in Human Resources and on the Intranet.

2100 **ARTICLE 21**
SAFETY AND HEALTH

- 2101 The Employer shall make reasonable provisions for the safety and health of all Registered Nurses during the hours of their employment, and for the review of unsafe conditions brought to its attention for any corrective action which may be appropriate. The Employer, the Associations and the Registered Nurses recognize their respective obligations and/or rights under existing state or federal laws with respect to safety and health.
- 2102 If it is claimed that either Party has in some manner violated this Article, such claim may be processed under the Grievance and Arbitration Article including Arbitration unless a state or federal agency has jurisdiction.

2200 **ARTICLE 22**
SAVINGS CLAUSE

- 2201 If any provision of this Agreement is held to be in conflict with any state or federal law, or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement shall remain in full force and effect.

2300 **ARTICLE 23**
GENERAL PROVISIONS

- 2301 Entire Agreement
- 2302 This Agreement contains all of the agreements and understandings between the Parties concerning mandatory and other subjects of bargaining. During the term of this Agreement, neither the Associations nor the Employer has any obligation to negotiate

or enter into discussions with regard to any mandatory or other subjects of bargaining, whether or not those subjects are contained or referred to in this Agreement, and whether or not such subjects were within the knowledge or contemplation of either or both Parties at the time they negotiated this Agreement.

- 2303 Registered Nurses covered by the Agreement should not participate in designated supervisory or managerial functions.
- 2304 Each Party expressly waives the right to further negotiations on any of the foregoing subjects. The Parties understand, however, that they may voluntarily agree to discuss issues that arise during the term of this Agreement that relate to wages, hours of work and conditions of employment, if the Parties mutually agree to do so.
- 2305 This Agreement comprises the entire agreement between the Parties. Neither Party will make any demands upon the other during the term of the Agreement, except for compliance with the Agreement. This Agreement may be changed only by written amendments signed by both Parties.
- 2306 No Other Privileges or Benefits
- 2307 No privileges or benefits in excess of those specifically stated in this Agreement are required to be granted to covered Registered Nurses. However, the Employer may voluntarily extend certain new privileges or benefits to covered Registered Nurses at some future date, and shall first notify the Associations.
- 2308 Personnel Policies and Practices
- 2309 The personnel policies, rules, practices and benefits applicable to Registered Nurses, as determined by the Employer, shall apply except as otherwise modified by this Agreement.

2400 **ARTICLE 24**
CHANGE OF OWNERSHIP, MERGERS, SALES, CLOSURES AND TRANSFERS

2401 In the event of a merger, sale, closure, leasing assignment, divestiture, or other transfer of ownership and/or management of its operation in whole or in part, the Employer shall comply with the following:

A. Notification

The Employer shall notify the Association in writing at least ninety (90) days prior to taking any action described in the preceding paragraph, except for hospital closure for which six (6) months advance notice is required.

B. Successor

This Agreement shall be binding upon the Association and the Employer or any successor thereof whether the succession be by any of the means described above as it applies to the business of the Employer, in whole or in part, or to any change in management companies.

C. Conditions and Liabilities

In the event the Employer desires to sell or otherwise transfer the establishment or engage in any future acts set forth above and covered by this Agreement, it shall be a condition of the sale and/or transfer and inserted into any agreement of sale or management contract that this Collective Bargaining Agreement and all its obligations thereof shall be binding upon any purchaser or transferee. Prior to taking any action described in this provision, the Employer shall be liable for all the compensation and payment due and owing to the employees or the Association.

2500

**ARTICLE 25
PROFESSIONAL PRACTICE STANDARDS**

2501 The Employer and the Union share a commitment to provide high-quality, compassionate, and excellent healthcare advocating to positively impact the community at large. The Employer and the Union agree that the Registered Nurses' primary commitment is to the patient and that the fundamental principle underlying all nursing practices is the respect for the inherent worth, dignity and human rights of every individual. The Employer will comply with state mandated staffing ratios. Disputes arising under this provision of the Collective Bargaining Agreement will be exclusively addressed by the special review panel of the Labor Management Committee and shall not be subject to the Grievance and Arbitration provisions of this Agreement.

2502 Staffing issues shall be brought forward and resolved through the Labor-Management Committee. Staffing issues may include a discussion of non-bargaining unit positions on a nursing unit, only insofar as they impact the job duties and responsibilities of a Registered Nurse. Staffing issues which are not satisfactorily resolved for either SFMC or SFRNA shall be submitted to a special review panel for resolution. The Special Review Panel shall consist of four (4) members selected by SFRNA and four (4) members selected by SFMC. The parties will make a good faith effort to resolve the issues within six (6) months from submission. If the review panel is unable to satisfactorily reach a mutual resolution within the six (6) month period, the parties agree to utilize mediation.

2503 Scope of Practice

2504 Registered Nurses are responsible for the overall quality of patient care given to patients at the Medical Center. Pursuant to the California Board of Registered Nursing's

Nurse Practice Act and the American Nurses Association Registered Nursing Code of Ethics, Registered Nurses are authorized to delegate nursing tasks to other health care workers, as appropriate.

2600

**ARTICLE 26
CLINICAL LADDER IMPLEMENTATION**

2601 Process for RN II/ RN III Project Implementation (as reflected in Attachment D Clinical Ladder Grid for Specialty Pay)

2602 The candidate will discuss proposed project with their Clinical Director to determine priority of need. If the candidate's project proposal is not approved by the Director, they will then agree to a qualifying project. The candidate will not be unduly delayed in identifying a qualifying project. All education will be documented according to the Department of Education's guidelines. Candidate will be provided with the Department of Education documentation guidelines prior to beginning the project. Progress and completion of the project will be reported to the Clinical Director according to the mutually agreed upon project plan. The candidate's Director will submit documentation of completion to HR with a Status Change Form to RN II or RN III as appropriate.

2603 RN Specialty III – Requirements for All Units

2604 Prerequisites to Achieve Designation as RN IV/ Specialty IV

A. Meet all requirements for Specialty III in the candidate's unit

Eligible for Council Participation

Eligible for Peer Review Participation

B. Hold a Masters Degree in Nursing (MSN)

C. Implement a HOUSE-WIDE nursing practice protocol approved by the RN's Clinical Director and the Exemplary Professional Practice Magnet Committee or VP of Patient Care Services.

D. Project should fall under one of these categories:

Process/ System Improvement

Quality Improvement Initiative

2605 PROCESS FOR PROJECT IMPLEMENTATION

1. The candidate will discuss proposed project with their Clinical Director to determine priority of need. If the candidate's project proposal is not approved by the Director,

they will then agree to a qualifying project. The candidate will not be unduly delayed in identifying a qualifying project.

2. Candidate will be scheduled to present the project proposal at the next scheduled Exemplary Professional Practice Committee or the VP of Patient Care Services (if committee not active).
3. Candidate will be notified within two weeks after presentation to Magnet Committee or VP occurs if project is approved or any re-work or changes are required to obtain approval.
4. Candidate will meet with the Education Director to discuss the approved project, scope and timelines.
5. Candidate will be invited to present to Nursing Leadership Council. (not required)
6. Education will provide candidate with project planning tool, CE packet and checklist (as appropriate).
7. Education will also assist with access to computer and workspace to work during program development and implementation with access to an educator as a resource.
8. All education will be documented according to the Department of Education's guidelines. Candidate will be provided with the Department of Education documentation guidelines prior to beginning the project.
9. Candidate will work with unit Directors/ Managers involved to implement project, document progress, and report results.
10. Progress and completion of the project will be reports to the Director of Education and the candidate's Clinical Director according to the mutually agreed upon project plan.
11. The candidate will present a project completion report to the Exemplary Professional Practice Committee or VP of Patient Care Services (if committee not active).
12. The candidate's Director will submit documentation of completion to HR with a Status Change form to Specialty IV.

The candidate's Clinical Director shall facilitate the candidate's attendance and participation at an applicable Magnet Committee of the candidate's choosing.

The candidate will be expected to utilize downtime during regularly scheduled working hours to work on this project.

Upon the completion of the house-wide project, the RN IV projects will be unit based. The RN IV may be requested to participate in global projects in their areas of expertise to support the promotion of ongoing growth throughout nursing.

2606 Definitions for Clinical Ladder: For All Clinical Ladder Specialties

- A. Demonstrated Preceptor Competency: Such requirement in the Specialty Grid shall be consistent with the requirements of Attachment C: Letter of Understanding regarding the role of preceptors.
- B. Shared Governance Committees shall include the following committees:
 - 1. Night Shift Council
 - 2. Unit Based Councils
 - 3. Structural Empowerment
 - 4. Exemplary Professional Practice
 - 5. Empirical Outcomes
 - 6. New Knowledge
 - 7. Transformational Leadership
 - 8. Patient Family Center Care Council
 - 9. CARE Council
- C. Accredited Institution: Shall refer to those institutions that are accredited by the Commission of Collegiate Nursing Education (CCNE) or the National League of Nursing Accrediting Commission (NLNAC).
- D. Emergency Department: Specialty II MICN Requirement

The parties agree that to qualify for a RN II/ Specialty II, MICN is required. The parties agree to such requirement to the extent that the following conditions are met:

- 1. Qualification requirements shall be established in writing and agreed to by both parties.
- 2. If there is a limited number of available spaces, RN seniority shall be the determining factor for placement.
- 3. Open classes shall be communicated and any denials will be validated with the reason for such denial.

2700

**ARTICLE 27
TERM OF AGREEMENT**

2701 This Agreement shall be in effect from September 8, 2011 and shall continue in effect to and including June 30, 2014. This Agreement shall be automatically renewed from year to year thereafter unless changed, modified or terminated as provided herein.

2702 Either Party wishing to change, modify or to terminate this Agreement must serve written notice of such desire to the other Party at least ninety (90) calendar days prior to the expiration date of this Agreement, or prior to any subsequent anniversary date if applicable.

2703 For purposes of this Agreement, the “year” shall be July 1 through June 30, and the “anniversary date” shall be July 1, 2011 or any subsequent year(s), and the “expiration date” shall be June 30, 2014.

2704 If a new Agreement is not reached prior to the expiration date, or any anniversary date thereafter, this Agreement shall terminate on the expiration (or anniversary) date unless the Parties, by mutual consent, execute a written extension of this Agreement for a specified period of time prior to the date of termination.

APPENDIX A - SFRNA/SFMC 2011-2014 WAGE GRID EFFECTIVE JULY 1, 2011

RN Classification	Eff. Date	Interim Permittee	New Graduate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
				1 Year 12-24 mos.	2 Year 24-36 mos.	3 Year 36-48 mos.	4 Year 48-71 mos.	6 Year 72-95 mos.	8 Year 96-119 mos.	12 Year 120-179 mos.	15 Year 180-239 mos.	20 Year 240-299 mos.	25 Year 300+ mos.
Staff RN	01-Jul-11	38.0250	39.0270	40.0502	41.0883	42.1409	43.8462	44.9424	46.0659	47.2176	48.3980	49.6612	50.9027
Specialty RN I	01-Jul-11	n.a.	n.a.	41.6368	42.7341	43.8462	45.5810	46.7206	47.8886	49.0858	50.3129	51.6211	52.9116
Specialty RN II	01-Jul-11	n.a.	n.a.	46.4369	47.6346	48.8893	50.8301	52.1008	53.4034	54.7384	56.1069	57.5657	59.0048
Specialty RN III	01-Jul-11	n.a.	n.a.	48.7588	50.0163	51.3337	53.3716	54.7059	56.0735	57.4754	58.9123	60.4440	61.9551
Specialty RN IV	01-Jul-11	n.a.	n.a.	50.2215	51.5168	52.8738	54.9727	56.3471	57.7557	59.1996	60.6796	62.2573	63.8137
Staff RN WO/PD	01-Jul-11	45.6299	46.8324	48.0602	49.3060	50.5690	52.6154	53.9308	55.2791	56.6611	58.0776	59.5934	61.0833
Specialty RN I WO/PD	01-Jul-11	n.a.	n.a.	49.9642	51.2809	52.6154	54.6972	56.0647	57.4663	58.9029	60.3755	61.9453	63.4939
Specialty RN II WO/PD	01-Jul-11	n.a.	n.a.	55.7243	57.1615	58.6671	60.9961	62.5210	64.0840	65.6861	67.3283	69.0788	70.8058
Specialty RN III WO/PD	01-Jul-11	n.a.	n.a.	58.5105	60.0196	61.6005	64.0459	65.6471	67.2882	68.9704	70.6947	72.5328	74.3461
Specialty RN IV WO/PD	01-Jul-11	n.a.	n.a.	60.2659	61.8201	63.4485	65.9673	67.6165	69.3069	71.0396	72.8155	74.7087	76.5765

APPENDIX A - SFRNA/SFMC 2011-2014 WAGE GRID EFFECTIVE JULY 1, 2012

RN Classification	Eff. Date	Interim Permittee	New Graduate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
				1 Year 12-24 mos.	2 Year 24-36 mos.	3 Year 36-48 mos.	4 Year 48-71 mos.	6 Year 72-95 mos.	8 Year 96-119 mos.	12 Year 120-179 mos.	15 Year 180-239 mos.	20 Year 240-299 mos.	25 Year 300+ mos.
Staff RN	01-Jan-12	38.5953	39.6124	40.6509	41.7046	42.7730	44.5039	45.6165	46.7569	47.9258	49.1240	50.4061	51.6663
Specialty RN I	01-Jan-12	n.a.	n.a.	42.2614	43.3751	44.5039	46.2648	47.4214	48.6069	49.8221	51.0676	52.3954	53.7053
Specialty RN II	01-Jan-12	n.a.	n.a.	47.1335	48.3491	49.6226	51.5925	52.8824	54.2044	55.5595	56.9485	58.4292	59.8899
Specialty RN III	01-Jan-12	n.a.	n.a.	49.4902	50.7665	52.1037	54.1722	55.5265	56.9146	58.3375	59.7959	61.3506	62.8844
Specialty RN IV	01-Jan-12	n.a.	n.a.	50.9749	52.2895	53.6669	55.7973	57.1923	58.6221	60.0876	61.5898	63.1912	64.7709
Staff RN WO/PD	01-Jan-12	46.3143	47.5349	48.7811	50.0455	51.3276	53.4047	54.7398	56.1083	57.5110	58.9488	60.4873	61.9995
Specialty RN I WO/PD	01-Jan-12	n.a.	n.a.	50.7137	52.0501	53.4047	55.5177	56.9056	58.3283	59.7865	61.2812	62.8745	64.4463
Specialty RN II WO/PD	01-Jan-12	n.a.	n.a.	56.5602	58.0189	59.5471	61.9110	63.4588	65.0453	66.6714	68.3382	70.1150	71.8679
Specialty RN III WO/PD	01-Jan-12	n.a.	n.a.	59.3882	60.9198	62.5245	65.0066	66.6318	68.2976	70.0050	71.7551	73.6208	75.4613
Specialty RN IV WO/PD	01-Jan-12	n.a.	n.a.	61.1698	62.7474	64.4002	66.9568	68.6307	70.3465	72.1052	73.9078	75.8294	77.7251

APPENDIX A - SFRNA/SFMC 2011-2014 WAGE GRID EFFECTIVE JANUARY 1, 2013

RN Classification	Eff. Date	Interim Permittee	New Graduate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
				1 Year 12-24 mos.	2 Year 24-36 mos.	3 Year 36-48 mos.	4 Year 48-71 mos.	6 Year 72-95 mos.	8 Year 96-119 mos.	12 Year 120-179 mos.	15 Year 180-239 mos.	20 Year 240-299 mos.	25 Year 300+ mos.
Staff RN	01-Jan-13	39.1743	40.2066	41.2607	42.3302	43.4146	45.1714	46.3007	47.4583	48.6447	49.8608	51.1622	52.4412
Specialty RN I	01-Jan-13	n.a.	n.a.	42.8953	44.0257	45.1714	46.9587	48.1327	49.3360	50.5694	51.8336	53.1813	54.5109
Specialty RN II	01-Jan-13	n.a.	n.a.	47.8405	49.0743	50.3670	52.3664	53.6756	55.0175	56.3929	57.8027	59.3056	60.7883
Specialty RN III	01-Jan-13	n.a.	n.a.	50.2325	51.5280	52.8853	54.9848	56.3594	57.7684	59.2126	60.6929	62.2709	63.8277
Specialty RN IV	01-Jan-13	n.a.	n.a.	51.7395	53.0739	54.4719	56.6343	58.0502	59.5014	60.9889	62.5137	64.1390	65.7425
Staff RN WO/PD	01-Jan-13	47.0091	48.2479	49.5128	50.7962	52.0975	54.2057	55.5609	56.9499	58.3737	59.8330	61.3946	62.9295
Specialty RN I WO/PD	01-Jan-13	n.a.	n.a.	51.4744	52.8308	54.2057	56.3505	57.7592	59.2032	60.6833	62.2004	63.8176	65.4130
Specialty RN II WO/PD	01-Jan-13	n.a.	n.a.	57.4086	58.8892	60.4403	62.8397	64.4107	66.0210	67.6715	69.3633	71.1667	72.9459
Specialty RN III WO/PD	01-Jan-13	n.a.	n.a.	60.2790	61.8336	63.4624	65.9817	67.6312	69.3220	71.0551	72.8315	74.7251	76.5932
Specialty RN IV WO/PD	01-Jan-13	n.a.	n.a.	62.0874	63.6887	65.3662	67.9612	69.6602	71.4017	73.1867	75.0164	76.9668	78.8910

APPENDIX A - SFRNA/SFMC 2011-2014 WAGE GRID EFFECTIVE JANUARY 1, 2014

RN Classification	Eff. Date	Interim Permittee	New Graduate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
				1 Year 12-24 mos.	2 Year 24-36 mos.	3 Year 36-48 mos.	4 Year 48-71 mos.	6 Year 72-95 mos.	8 Year 96-119 mos.	12 Year 120-179 mos.	15 Year 180-239 mos.	20 Year 240-299 mos.	25 Year 300+ mos.
Staff RN	01-Jan-14	39.9577	41.0107	42.0859	43.1768	44.2829	46.0749	47.2267	48.4074	49.6176	50.8580	52.1854	53.4901
Specialty RN I	01-Jan-14	n.a.	n.a.	43.7532	44.9062	46.0749	47.8979	49.0953	50.3227	51.5808	52.8703	54.2449	55.6011
Specialty RN II	01-Jan-14	n.a.	n.a.	48.7973	50.0558	51.3743	53.4138	54.7491	56.1178	57.5208	58.9588	60.4917	62.0040
Specialty RN III	01-Jan-14	n.a.	n.a.	51.2372	52.5586	53.9430	56.0844	57.4866	58.9237	60.3968	61.9067	63.5163	65.1042
Specialty RN IV	01-Jan-14	n.a.	n.a.	52.7743	54.1354	55.5613	57.7670	59.2112	60.6914	62.2087	63.7639	65.4218	67.0573
Staff RN WO/PD	01-Jan-14	47.9492	49.2129	50.5031	51.8122	53.1394	55.2899	56.6721	58.0889	59.5411	61.0297	62.6225	64.1881
Specialty RN I WO/PD	01-Jan-14	n.a.	n.a.	52.5039	53.8874	55.2899	57.4775	58.9144	60.3873	61.8970	63.4444	65.0939	66.7213
Specialty RN II WO/PD	01-Jan-14	n.a.	n.a.	58.5568	60.0670	61.6492	64.0965	65.6989	67.3414	69.0249	70.7506	72.5901	74.4048
Specialty RN III WO/PD	01-Jan-14	n.a.	n.a.	61.4846	63.0703	64.7316	67.3013	68.9839	70.7085	72.4762	74.2881	76.2196	78.1251
Specialty RN IV WO/PD	01-Jan-14	n.a.	n.a.	63.3291	64.9624	66.6736	69.3204	71.0534	72.8297	74.6505	76.5167	78.5062	80.4688

APPENDIX A - SFRNA/SFMC 2011-2014 WAGE GRID EFFECTIVE MARCH 1, 2014

RN Classification	Eff. Date	Interim Permittee	New Graduate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
				1 Year 12-24 mos.	2 Year 24-36 mos.	3 Year 36-48 mos.	4 Year 48-71 mos.	6 Year 72-95 mos.	8 Year 96-119 mos.	12 Year 120-179 mos.	15 Year 180-239 mos.	20 Year 240-299 mos.	25 Year 300+ mos.
Staff RN	01-Mar-14	46.6174	47.8458	49.1002	50.3729	51.6633	53.7540	55.0979	56.4753	57.8872	59.3344	60.8830	62.4051
Specialty RN I	01-Mar-14	n.a.	n.a.	51.0454	52.3906	53.7540	55.8809	57.2779	58.7098	60.1776	61.6820	63.2858	64.8679
Specialty RN II	01-Mar-14	n.a.	n.a.	56.9302	58.3984	59.9367	62.3161	63.8740	65.4708	67.1076	68.7853	70.5737	72.3380
Specialty RN III	01-Mar-14	n.a.	n.a.	59.7767	61.3184	62.9335	65.4319	67.0676	68.7443	70.4629	72.2245	74.1024	75.9549
Specialty RN IV	01-Mar-14	n.a.	n.a.	61.5700	63.1579	64.8215	67.3948	69.0797	70.8067	72.5768	74.3913	76.3254	78.2336
Staff RN WO/PD	01-Mar-14	55.9408	57.4150	58.9203	60.4475	61.9960	64.5048	66.1174	67.7704	69.4646	71.2013	73.0596	74.8861
Specialty RN I WO/PD	01-Mar-14	n.a.	n.a.	61.2545	62.8687	64.5048	67.0571	68.7335	70.4518	72.2131	74.0184	75.9429	77.8415
Specialty RN II WO/PD	01-Mar-14	n.a.	n.a.	68.3162	70.0781	71.9240	74.7793	76.6487	78.5650	80.5291	82.5423	84.6884	86.8056
Specialty RN III WO/PD	01-Mar-14	n.a.	n.a.	71.7320	73.5820	75.5202	78.5182	80.4812	82.4932	84.5555	86.6694	88.9228	91.1459
Specialty RN IV WO/PD	01-Mar-14	n.a.	n.a.	73.8840	75.7895	77.7858	80.8738	82.8956	84.9680	87.0922	89.2695	91.5905	93.8803

**ST. FRANCIS MEDICAL CENTER
ST. FRANCIS REGISTERED NURSES ASSOCIATION**

2800 SIGNATURES

2801 This Labor Management Agreement was agreed between the Parties on the date of September 3, 2011 and was ratified by the Associations on the date of September 8, 2011.

St. Francis Registered Nurses Association,
United Nurses Associations of California/
Union of Health Care Professionals
NUHHCE, AFSCME, AFL-CIO



Henry Nicholas
President
National Union of Hospital and Healthcare
Employees



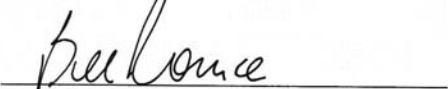
Ken Deitz, RN
President, UNAC/UHCP



Barbara L. Blake, RN
State Secretary, UNAC/UHCP



Delima MacDonald, RN
State Treasurer, UNAC/UHCP



Bill Rouse
Executive Assistant, UNAC/UHCP



Barbara Lewis
Director of Collective Bargaining & Representation,
UNAC/UHCP

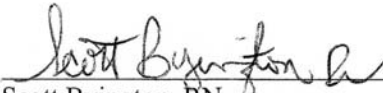


Sandra Marques, RN
President, SFRNA

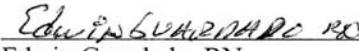
St. Francis Medical Center
Lynwood/California



Gerald T. Kozai, Pharm.D
President
St. Francis Medical Center



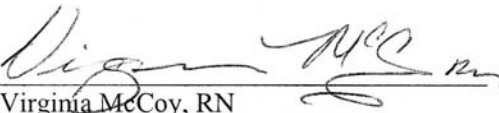
Scott Byington, RN
Vice-President, SFRNA



Edwin Guardado, RN
Secretary, SFRNA



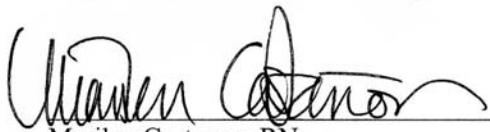
Janice Fraser, RN
Treasurer, SFRNA



Virginia McCoy, RN
Negotiating Committee, SFRNA



Rosa Carcamo, RN
Negotiating Committee, SFRNA



Marilen Castanon, RN
Negotiating Committee, SFRNA



Miriam Phayin, RN
Negotiating Committee, SFRNA

DEFINITIONS FOR BARGAINING

In order to clarify the UNAC/UHCP use of terms relating to the UNAC/UHCP labor organization, the following definitions are listed;

ASSOCIATION: The local Association formed within a medical center, and the term Association is used interchangeably with the term Affiliate.

ASSOCIATIONS: Refers to the United Nurses Associations of California/Union of Health Care Professionals which is always referred to in the plural, and which serves as the umbrella organization of the many Affiliates. When referred to in a Labor-Management Agreement, the use applies to the State organization alone, and/or to the State and Local Associations together according to the method of use.

UNAC/UHCP: Acronym for the United Nurses Associations of California/Union of Health Care Professionals.

It is usually the case that apostrophes are omitted from general usage in describing the possessive case of singular and plural nouns (as above), and text is written in such a manner as to avoid the usage of apostrophes; example: “---to be filed on a form provided by the Associations.”, rather than “---to be filed on the Associations’ form as provided.”

NOTICES

For the purposes of complying with the Employer's notice obligations as found in this Agreement, "Notice to the Association" shall be deemed sufficient upon the delivery or mailing of relevant documents to the Local Association President.

For purposes of complying with the Employer's notice obligations as found in this Agreement, "Notice to the Associations" shall be deemed sufficient upon the mailing of relevant documents to the State Associations President.

ATTACHMENT A

LETTER OF UNDERSTANDING

The Parties agree that paragraph 1102 of the Labor-Management Agreement is not intended to allow the extension of a job posting period where a qualified bidder has already bid on the posted position within the seven-day bidding period.

ATTACHMENT B

ST. FRANCIS REGISTERED NURSES ASSOCIATION

TO: Vice President of Human Resource Services/Designee

FROM: St. Francis Registered Nurses Association

DATE: _____

St. Francis Registered Nurses Association hereby appeals Grievance Number _____

to the _____ step of the Grievance Procedure.

SFRNA Representative

ATTACHMENT C
LETTER OF UNDERSTANDING

The Parties agree that this Side Letter of Agreement is entered into by and between St. Francis Medical Center (“SFMC”) and the St. Francis Registered Nurses Association, United Nurses Associations of California/Union of Health Care Professionals, National Union of Hospital and Healthcare Employees, AFSCME, AFL-CIO (UNAC/UHCP) and deemed an integral part of the collective bargaining agreement.

The parties agree that SFMC will provide training to those Registered Nurses who assume the role of preceptor. SFMC will also develop tools for preceptors to use while orienting Registered Nurses.

A preceptor is an experienced and competent staff nurse who serves as a clinical role model and resource person for new hires, new graduates, transfers from other departments, Vincentian Volunteers and RNs in Specialty Programs sponsored by SFMC. A preceptor is selected to work along side an individual who is new to his/her field/specialty/facility or unit. A preceptor may be relieved of a case load while precepting. A preceptor orients new hires, new graduates, transfers, Vincentian Volunteers and RNs in Specialty Programs sponsored by SFMC to their roles and responsibilities on their assigned units and introduces them to the workplace. A preceptor is not responsible for developing a learning plan nor is the preceptor responsible for the evaluation of the learning process. It is understood that preceptors will be responsible for completing competency related documents that speak to the performance of the new nurse.

Precepting students will be voluntary and the parties understand that it is the responsibility of the sponsoring educational institution to provide precepting to the students from such institution.

A preceptor differential in the amount of \$1.75 per hour will be paid to those Registered Nurses who management designates as meeting the definition above.

ATTACHMENT D

Clinical Ladder Grid for Specialty Pay

7TH FLOOR				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in Telemetry.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in Telemetry.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.	Competent care of Ventilator Patients.	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.	Skills validation prepare and present 1 topic annually.	Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
Note: Overflow Vents & Tele		12 lead EKG course	Serves as a mentor and clinical resource to RNs – I and II.	

ACUTE CARE 2 EAST, 4TH FLOOR, 8TH FLOOR				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in Med Surg.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in Med/Surg.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.	Skills validation prepare and present 1 topic annually.	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.		Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
			Serves as a mentor and clinical resource to RNs – I and II.	

ANTEPARTUM				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in Ante Partum or Labor & Delivery.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in Ante Partum or Labor & Delivery.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS, or Lactation Consultant Specialist.
Meets specific unit mandatory requirements, i.e. experience and training.	Advanced fetal monitoring every (2) two years.	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.	Completion of AWOHNN test of fetal well being.	Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
Basic Lactation Course	Demonstrated competency floating to L&D.	PARR competent.	Serves as a mentor and clinical resource to RNs – I and II.	
		ACLS		
		Certification in sweet success program.		

		AWOHNN certified in 3rd trimester limited ultrasound.	Certified Lactation Educator 40 Hour Course.	
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BEHAVIORAL HEALTH				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in Behavioral Health.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in Behavioral Health.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.	Demonstrated competency in group facilitation.	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.	LPS designation within 2 years of hire.	Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
	Supports BHU patients outside of the department.	Certified in crisis intervention model.	Serves as a mentor and clinical resource to RNs – I and II.	

CARDIAC CATH LAB				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in Cath Lab/ED/ICU.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in Cath Lab or ED or ICU.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.	EKG certification	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.	Successful completion of hemodynamic, critical care or emergency med course	Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
	ACLS	Demonstrated ability to scrub or circulate in the CATH lab.	Serves as a mentor and clinical resource to RNs – I and II.	

CARDIOLOGY				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in Telemetry or Critical Care or ED.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in Telemetry or Critical Care or ED.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.	Exp. in procedural sedation for bronchoscopy/tee procedures.	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.	PALS	Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
		Competent in STS and CCORP mandated data extraction and reporting for cardiac surgery.	Serves as a mentor and clinical resource to RNs – I and II.	

		Supports all aspects of the C.V.I.S for ECG'S and cardiac ultrasound.		
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CASE MANAGEMENT				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Two (2) years experience in ICU, ER or MedSurg.	Four (4) years of RN experience including two (2) years in case management.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Competent in case management for all areas and age groups.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.		Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.		Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon	
		Completion of an approved case management course.	Serves as a mentor and clinical resource to RNs – I and II.	

EMERGENCY DEPARTMENT				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in ED or Critical Care.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in ED or Critical Care.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.	TNCC or ATCN	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.	ENPC	Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
		Hemodynamic monitoring class specific to SFMC ED practice.	Serves as a mentor and clinical resource to RNs – I and II.	
		MICN		

GI LAB				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in GI Lab or Critical Care.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in GI Lab or Critical Care.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.	EKG Certification	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.		Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
			Serves as a mentor and clinical resource to RNs – I and II.	

ICU				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation	Four (4) years of experience in Critical Care or ED Experience.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in Critical Care or ED experience.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.	Demonstrated competency in assisting with placement & monitoring of: chest tubes, central lines (including CVP), arterial lines and patient intubations.	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.		Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	

		<p>Must fulfill one of the following tracks:</p> <p>TRACK I - Critical Care</p> <ul style="list-style-type: none"> • IABP Certification • Competent with first day open hearts • Implement process improvement activity <p>TRACK II – Emergency Dept. TNCC</p> <ul style="list-style-type: none"> • PALS • Demonstrated competency for main ED pts. • Preceptor Competent <p>TRACK III - Trauma</p> <ul style="list-style-type: none"> • TNCC • PALS • Demonstrated competency caring for all levels of trauma • ACLS or TNCC instructor • Preceptor competent 	<p>Serves as a mentor and clinical resource to RNs – I and II.</p>	
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L&D				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in Labor & Delivery.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in Labor & Delivery.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS, or Lactation Consultant Specialist.
Meets specific unit mandatory requirements, i.e. experience and training.		Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.		Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon	
Basic Lactation Course.		Must fulfill two of the following tracks: Ultrasound, scrub, operating room, medical screen, PARR or nursery.	Serves as a mentor and clinical resource to RNs – I and II.	

			Certified Lactation Educator 40 Hour Course	
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L&D NURSERY				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in Nursery.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in Nursery.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS, or Lactation Consultant Specialist.
Meets specific unit mandatory requirements, i.e. experience and training.		Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.		Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon	
Basic Lactation Course.		Competent to assist in neonatal resuscitation.	Serves as a mentor and clinical resource to RNs – I and II.	
		Certified Lactation Educator 40 Hour Course		

L&D OR				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in L&D OR.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in L/D OR.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS, or Lactation Consultant Specialist.
Meets specific unit mandatory requirements, i.e. experience and training.		Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.		Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
Basic Lactation Course.		Advanced fetal monitoring every 2 years.	Serves as a mentor and clinical resource to RNs – I and II.	
		Demonstrated competency to work in L&D or PARR.	Certified Lactation Educator 40 Hour Course	

L&D PARR				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in L&D PARR/PACU.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in L/D PARR/PACU.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS, or Lactation Consultant Specialist.
Meets specific unit mandatory requirements, i.e. experience and training.		Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.		Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
Basic Lactation Course.		AWHONN basic fetal monitoring course.	Serves as a mentor and clinical resource to RNs – I and II.	
		Demonstrated competency to work in L&D.	Certified Lactation Educator 40 Hour Course	

MAP RN				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in Critical Care or ED.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in Critical Care or ED.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.	PALS	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.	Competent to lead codes outside the ICU.	Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
		TNCC or ATCN certified.	Serves as a mentor and clinical resource to RNs – I and II.	
		Preceptor competent.		
		Competent to care for main ED and trauma patients.		

NICU				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in NICU.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in specialty area in NICU.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS, or Lactation Consultant Specialist.
Meets specific unit mandatory requirements, i.e. experience and training.	Certification in std. procedures of UA/UV lines.	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.	Needle aspiration of Pneumothorax.	Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
Basic Lactation Course.	Demonstrated competency caring for infants w/ Multi-system failure including ventilator infants (neonates).	Demonstrated competency with peripherally inserted catheter or NRP instructor. Requiring two courses taught per year.	Serves as a mentor and clinical resource to RNs – I and II.	

	Demonstrated competency in team call.	Demonstrated competency in all standardized procedures	Certified Lactation Educator 40 Hour Course	
	Transport competent.			
	Completion of self-learning modules 30-36.			

NURSERY				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in Nursery.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in specialty area in Nursery.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS, or Lactation Consultant Specialist.
Meets specific unit mandatory requirements, i.e. experience and training.	Demonstrated competency to work DOU level of NICU after orientation.	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.	Demonstrated ability to work w/ infants needing BILI therapy, oxygen therapy and IV therapy.	Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
Basic Lactation Course.	Competent for standardized procedures of UA/UV lines (assisting with insertion of).	Certified Lactation Educator 40 Hour Course	Serves as a mentor and clinical resource to RNs – I and II.	
	Completion of self-learning modules 30-36.			

ONCOLOGY				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in Med Surg.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in Med Surg.	Preceptor experienced.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.	Chemo certified and competent in the administration of Chemo.	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.		Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
			Serves as a mentor and clinical resource to RNs – I and II.	

PARR/ PACU				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in PARR/PACU or Critical Care.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in PARR/PACU or Critical Care.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.		Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.		Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
Critical care course		TNCC	Serves as a mentor and clinical resource to RNs – I and II.	
Hemodynamics course				
EKG Certification				

PEDS				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in Pediatric Care.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in Pediatric Care.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.	Pediatric EKG module or pediatric EKG class	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.	Successful completion of adv pediatric modules (fluid/electrolytes, ABG interpretation & assessment).	Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon	
		Ability to administer conscious sedation outside of PEDS.	Serves as a mentor and clinical resource to RNs – I and II.	
		Completion of ENPC course.		

PICC RN				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in PICC line placement.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in PICC line placement.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.	Competent to perform procedural sedation for all patients except pediatrics.	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.	Completion of a hemodynamics, critical care or ED course.	Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
	Capable of caring for radiology patients (outside of Angio).		Serves as a mentor and clinical resource to RNs – I and II.	

RADIATION ONCOLOGY				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in Radiation Oncology.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in Radiation Oncology.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.		Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.		Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon	
			Serves as a mentor and clinical resource to RNs – I and II.	

INTERVENTIONAL RADIOLOGY				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in Interventional Radiology or Critical Care or Cath Lab or ED.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in Interventional Radiology or Critical Care or Cath Lab or ED.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.	Capable of caring for interventional procedure pts.	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.	Demonstrated competency in procedural sedation for all age groups except pediatrics.	Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
	Successful completion of critical care or emergency med course.	Competent to precept in all age groups.	Serves as a mentor and clinical resource to RNs – I and II.	

	Successful completion of hemodynamic course.	TNCC		
		Demonstrated ability to Scrub or Circulate in Cath Lab.		

SNF				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience as an RN.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience as an RN.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.		Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.		Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
		Completion training for relief of MDS Coordinator.	Serves as a mentor and clinical resource to RNs – I and II.	

SURGERY				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in OR in an acute care setting.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in OR in an acute care setting.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.	Demonstrated competency circulating in all modalities including: ORTHO, NEURO, GENERAL, VASCULAR, GYN/UROLOGY, PLASTICS, ENT, OPTH, TRAUMA	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.	Demonstrated competency to serve as resource nurse, i.e. 1. ORTHO 2. NEURO 3. GYN/UROLOGY 4. ENT/PLASTICS /OPHTHALMOLOGY 5. GENERAL/ VASCULAR	Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	

	6. TRAUMA 7. CARDIAC 8. NURSEINFORMATICS 9. ANESTHESIA 10. STERILIZATION 11. PEDS			
	PALS certification.	Demonstrated ability to circulate & scrub one of the following specialties: ORTHO, NEURO, GENERAL, VASCULAR, GYN/UROLOGY, PLASTICS, ENT, OPTH, TRAUMA, OPEN HEART	Serves as a mentor and clinical resource to RNs – I and II.	
		EKG certification		
		TNCC or ATCN		

SURGERY CENTER				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in Critical Care or outpatient center or in acute care setting or ED.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in Critical Care or outpatient center in acute care setting or ED.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.	Managing surgical pts. pre/post procedures/surgeries	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.	Competent of caring for post cardiac CATH patients.	Obtain a nationally-recognized certification	Implement a unit based nursing education project or presentation that is mutually agreed upon	
	EKG Certification		Serves as a mentor and clinical resource to RNs – I and II.	

TELEMETRY				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in Telemetry or Critical Care or ED.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in Telemetry or Critical Care or ED.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS.
Meets specific unit mandatory requirements, i.e. experience and training.	Demonstrated competency caring for PCI patients or Hemodynamic class.	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	Implement a unit based nursing education project or presentation that is mutually agreed upon.
OR - Enrolled in an established training program.		Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
		Critical care course.	Serves as a mentor and clinical resource to RNs – I and II.	
		12 lead EKG course.		

WHC POSTPARTUM				
Staff RN/Staff	RN I/Specialty I	RN II/Specialty II	RN III/ Specialty III	RN IV/ Specialty IV
RN License	Eligible for peer review and council participation.	Four (4) years of experience in WHC or Post Partum.	BSN accredited institution.	MSN accredited institution.
Have all mandatory unit specific licensures & certifications (listed on job descriptions).	Two (2) years experience in WHC or Post Partum.	Demonstrated preceptor competency.	Shared Governance Council participation at minimum of eighty percent (80%) attendance.	Implement a housewide nursing P.I. initiative approved by RN's Clin. Dir. and the EPP Committee or VP, PCS, or Lactation Consultant Specialist.
Meets specific unit mandatory requirements, i.e. experience and training.	Successful completion of pp and newborn assessment modules and high risk modules(DM & HTN).	Annual P.I. project to further the quality on the unit by mutual agreement.	Membership in a nationally-recognized, professional organization.	EBP (Evidenced Based Practice) research to support improvement in the unit, with a presentation and educational training.
OR - Enrolled in an established training program.	Successful completion of high risk ob class & demonstrated competency.	Obtain a nationally-recognized certification for specialty area.	Implement a unit based nursing education project or presentation that is mutually agreed upon.	
Basic Lactation Course.	Successful completion of annual high risk pt care competency.	Certified Lactation Educator 40 Hour Course.	Serves as a mentor and clinical resource to RNs – I and II.	
		Successful completion of diabetes sweet success program.		

ATTACHMENT E

LETTER OF UNDERSTANDING

Most Favored Nation Clause

Bargaining Unit Registered Nurses shall receive no less favorable contractual benefits with respect to the following issues: shift differential rates; reporting time pay; on-call pay; holidays; holiday premiums; PTO benefits, including jury duty and bereavement leave; retiree medical insurance; and a supplemental retirement matching plan, than received by non-SFRNA-represented Bargaining Unit employees.

If the Daughters of Charity Health System adopts a Defined Contribution retirement plan that is different from that which is adopted pursuant to Article 19 of this Collective Bargaining Agreement, such new Defined Contribution retirement plan will also be offered to members of the SFRNA bargaining unit.



If, during the collective bargaining negotiations between the Employer and the Service Employees International Union, United Healthcare Workers-West ("SEIU UHW"), the Employer and SEIU-UHW agree to a health benefits plan in which the premiums to be paid by the SEIU-UHW bargaining unit employees are less than the premiums to be paid by the SFRNA bargaining unit employees, such premium payment plan agreed to with SEIU-UHW shall also be offered to SFRNA.

ATTACHMENT F

LETTER OF UNDERSTANDING

Where a full-time Registered Nurse is regularly scheduled to work on a designated premium holiday he/she shall receive premium pay for said day this includes those circumstances where a Registered Nurse works an additional shift during that same workweek. In such cases, the Registered Nurse shall be paid two (2) days at premium pay and two (2) days at regular pay. Part-time and per diem Registered Nurses must work the equivalent of full time hours to receive both premium pays.

ATTACHMENT G

	<h1 style="margin: 0;">Authorization Form</h1> <h2 style="margin: 0;">Voluntary Payroll Deduction</h2>	 <small>United Nurses Association of California Union of Health Care Professionals</small>
PLEASE PRINT CLEARLY		
<p>AFSCME Council# _____ Local# _____</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"><p style="text-align: center; margin: 0;">Deduction Per Pay Period</p><p style="margin: 0;"><input type="checkbox"/> \$4.00 <input type="checkbox"/> \$6.00 <input type="checkbox"/> \$8.00</p><p style="margin: 0;"><input type="checkbox"/> Other \$ _____</p><p style="margin: 0; font-size: x-small;">26 pay periods per year</p><p style="margin: 0; font-size: x-small;">Circle Jacket size:</p><p style="margin: 0; font-size: x-small;">S M L XL 2XL 3XL 4XL</p><div style="background-color: #336699; color: white; text-align: center; padding: 2px; font-size: x-small;">For Office Use Only</div><p style="margin: 0; font-size: x-small;"><input type="checkbox"/> JACKET RECEIVED</p></div> <p style="font-size: x-small; margin-top: 5px;">I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified in the box provided as a voluntary contribution to be paid to the treasurer of American Federation of State, County & Municipal Employees PEOPLE, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.</p> <p style="margin-top: 10px;">Signature _____ Date _____</p>	<p>First Name: <input style="width: 100%;" type="text"/> MI: <input style="width: 20px;" type="text"/></p> <p>Last Name: <input style="width: 100%;" type="text"/></p> <p>Street: <input style="width: 100%;" type="text"/></p> <p>City: <input style="width: 100%;" type="text"/></p> <p>State: <input style="width: 20px;" type="text"/> Zip: <input style="width: 20px;" type="text"/> S.S. Number: <input style="width: 20px;" type="text"/></p> <p>Employer: <input style="width: 100%;" type="text"/></p> <p>Occupation: <input style="width: 100%;" type="text"/></p> <p>Home Phone: <input style="width: 100%;" type="text"/></p> <p>Cell Phone: <input style="width: 100%;" type="text"/></p> <p>E-mail: <input style="width: 100%;" type="text"/></p>	

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.



ATTACHMENT H

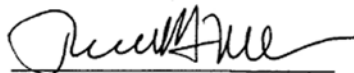
**Side Letter of Agreement
Between
St. Francis Medical Center and
St. Francis Registered Nurses Association
Regarding MUD Days (make up days):**

The parties to this agreement understand that problems have arisen with respect to the Employer's make up day policy. In an effort to address the needs of the Hospital and the Registered Nurses, the parties agree as follows:

(1) The contract language shall remain "as is" and Administrative Policy and Procedure # 207 remains in effect.

(2) Employer reaffirms its commitment to paragraph 4.6 of Administrative Policy and Procedure # 207 and will only utilize this procedure upon a showing of an established pattern. Appropriate communication regarding the MUD policy will be distributed to all Hospital Management.

(3) If a make up day is scheduled and completed within an agreed upon time period, the unscheduled absence will not count toward discipline, except in the case of a pattern of established sick calls on weekends, holidays and days before/after vacation. However, no more than two weekend day call offs per year will be excluded from disciplinary procedures pursuant to this policy.



For the Employer
Date: 6-24-05
Time: 12:45 p



For the Union
Date: 7/7/05
Time: 1350

ATTACHMENT I

Side Letter of Agreement
Between
St. Francis Medical Center and
St. Francis Registered Nurse Association
Regarding Third Party Vendor for Leaves of Absence

Should the Employer hire an outside third party vendor to provide management of Leaves of Absence processes and procedures, the parties agree to meet prior to the announcement of such services to the Registered Nurses to review the processes, policies, procedures, paper work in the spirit of having a common understanding of how the new vendor shall operate. In addition, the parties agree that the Association shall preview any written materials from St. Francis Medical Center to the Registered Nurses, prior to distribution, describing the Leave of Absence procedures.

ATTACHMENT J
Side Letter of Agreement
Between
St. Francis Medical Center and
St. Francis Registered Nurse Association
Regarding Scheduling PTO Vacation for SFMC RNs

SFMC Management and UNAC jointly agree to the following:

- During the period of June 15th through September 1st, all requests for vacation PTO will be limited to two (2) weeks. Unless there are no other PTO requests, then an expanded period of time can be granted.
- Per current contract requirements, all requests for PTO vacation will be submitted to management by February 15th. Management response will be due to the RN by April 15th.
- Current scheduling of PTO by department will occur with the number of RNs eligible to be off during the “effected period” consistent with prior practice with the exception of the following departments which will allow up to three (3) RNs off at a given time:
 - Labor and Delivery
 - ICU
 - Medical/ Surgical Units
 - Emergency
 - Telemetry
- SFMC Management strongly supports that RNs take the appropriate time off due to them. Unless requested by the RN, management will assign PTO during the period of absence for vacation purposes.
- The exception to the agreement to grant 3 RNs off will be if there is any open FMLA/ CFRA leaves (excluding workers compensation leaves) at the time PTO/ Vacation requests are responded to on April 15th.
- As stated above, all other units will grant time off to RNs consistent with their previous practice of approving PTO requests.
- These provisions will apply only to the effected period identified above.
- During the period of June 15th through September 1st, all requests for Vacation PTO shall be limited to two (2) weeks.
- Requests for Vacation PTO during the above effective period *must* be separated by a minimum of *three consecutive calendar days*. If an RN requests *two separate* vacation periods during the effective period they must *be separated by a minimum of three consecutive calendar days*. *Staff may be scheduled to work these days.*

- All requests for PTO will be granted on the following assumption unless otherwise identified by the RN on the request form.
 - Work shifts will be scheduled immediately prior to or immediately after the period of time requested off.
- No RN will be mandated to work on their granted vacation without RN approval.
- If all vacation requests are *denied to an RN* then SFMC management and the effected RN will jointly meet to review the vacation schedule so that a vacation may be achieved for the affected RN.
- SFMC management and UNAC jointly encourage any RN who knows they will *not* be utilizing their granted vacation, notify their manager ASAP so that the next RN who should be granted that period of time may have the opportunity to take vacation during that period of time.

ATTACHMENT K
Side Letter of Agreement
Between
St. Francis Medical Center and
St. Francis Registered Nurse Association
Regarding Floating Committee

A. The parties agree to form a committee for the purpose of:

1. Evaluating current floating practices.
2. Identifying factors that contribute to floating.
3. Assessing patterns of floating.
4. Establishing floating practices consistent with safe patient care, nursing practice standards, and staffing ratios.

The parties are free to review other Union contracts or other hospital policies and procedures and any other industry practices in addressing the floating issues.

B. Composition of Committee:

The Employer will provide, if requested, floating records for the committee to review.

The committee shall consist of eight (8) members, four (4) chosen by the Employer and four (4) chosen by the Union.

The first committee meeting will be held no later than 90 days after ratification of the Agreement. The committee will establish mutually agreed upon floating guidelines no later than June 30, 2012. The committee may revisit the floating issue once annually thereafter as may be required.

Should the parties fail to reach agreement by June 30, 2012 on mutually agreed upon guidelines, the parties shall utilize a mediator to assist in reaching mutual agreement.

Any Registered Nurses who participate in the committee on behalf of the Union shall be compensated at their regular rate of pay for such attendance.

Whatever agreements the parties may reach must be consistent with the provisions of the collective bargaining agreement.

ATTACHMENT L

Side Letter of Agreement
Between
St. Francis Medical Center and
St. Francis Registered Nurse Association
Regarding MICN Assignments

Mobile Intensive Care Nurse (“MICN”) assignments will be made in accordance with Department of Health regulations.

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