

October 3, 2016 DRAFT

**AGREEMENT BETWEEN
LUCILE SALTER PACKARD
CHILDREN'S HOSPITAL
AND
COMMITTEE FOR RECOGNITION OF
NURSING ACHIEVEMENT
(CRONA)**

April 1, 2016 – March 31, 2019

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PREAMBLE

This Agreement is entered into by and between Lucile Salter Packard Children’s Hospital, a non-profit public benefit corporation, hereinafter sometimes referred to as, “Employer”, “Hospital”, or “Management”, and the Committee for Recognition of Nursing Achievement, hereinafter referred to as “CRONA”.

SECTION 1
RECOGNITION AND COVERAGE

- 1.1 Lucile Salter Packard Children’s Hospital hereby recognizes CRONA as the exclusive collective bargaining representative for purposes of collective bargaining concerning wages, hours and working conditions for Registered Nurses, currently employed by the Employer at Lucile Salter Packard Children’s Hospital in the following classifications: Regular full and part-time Registered Nurses, including Relief and Clinic Nurses, engaged in the direct provision of patient care for 30% or more of their commitment, including Nurses in the job classifications of Clinical Nurse I, II, III and IV, and Relief Clinical Nurse I, II, III, and IV; excluding all supervisors, including the classifications of Patient Care Director, Patient Care Manager, Assistant Patient Care Manager. Nursing Supervisors, and Coordinator of Utilization Management. Also excluded are all Nurses not directly engaged in the provision of patient care for 30% or more of their commitment, including the classifications of Nursing Education Coordinator I and II, Infection/Employee Health Coordinator, Clinical Nurse Specialist, Utilization Management Nurse, Home Health Coordinator, Case Manager, Nurse Recruiter, Nursing Systems Analyst, and Information Systems Nurse.
- 1.2 The term “Nurses” as used in this Agreement refers to all members of the bargaining unit described in 1.1 unless a provision specifically differentiates between “Regular Nurses” and “Relief Nurses.” The term “Clinical Nurses” as used in this Agreement refers to Clinical Nurses I, II, III, and IV. The term “Regular Nurses” as used in this Agreement refers to full and part-time Clinical Nurses I, II, III, and IV. The term “Relief Nurses” as used in this Agreement refers to Relief Clinical Nurses I, II, III, and IV.
- 1.3 In the event the Employer determines that the content of a Nurse’s job covered by this Agreement is such that the job should no longer be in the bargaining unit represented by CRONA, the Employer will notify CRONA in writing. If CRONA does not agree that the job should be removed from the bargaining unit, CRONA will notify the Director of Human Resources within ten (10) calendar days of receipt of the Employer’s notice that it wishes to discuss the removal of the job. The Employer shall arrange a meeting to include the Nurse whose job is in question, a CRONA representative and an Employer representative to review the content of the Nurse’s job. Subject to the duty to notify and meet with CRONA specified above, the Employer retains the management right to

determine the content of Nurses' jobs, and the exercise of that right will not be reviewable under this Agreement. If a Registered Nurse position is removed from the bargaining unit in violation of Section 1.1 above, the grievance procedure shall be applicable.

- 1.4 The Employer agrees to notify CRONA in writing of any change in ownership, partnership or merger of Lucile Packard Children's Hospital or a change of the entity that operates Lucile Packard Children's Health Services where work is performed by Nurses covered by this Agreement. If the Employer retains control or majority ownership of the new owner or such changed entity, the terms and conditions of this Agreement shall be applicable to such work. In all other cases, upon CRONA's written request, the Employer will meet with CRONA to discuss CRONA's recommendations and suggestions concerning the effect of the change on CRONA Nurses, with the objective of ensuring the terms of the Agreement are kept in effect. The Employer shall not use any sale, transfer or other mechanism for the purpose of evading the terms of the Agreement. The Employer is obligated to notify in writing any new owner, buyer or partner of the contract between the Employer and CRONA.

The Employer will notify CRONA in writing as soon as practicable but no later than thirty (30) days prior to any elimination of any unit or area of practice in which Nurses covered by this Agreement are employed. Upon written request, the Employer will meet to discuss any proposed elimination and the effects of such elimination if any, upon the bargaining unit. The Employer shall not eliminate any unit or area of practice for the purpose of evading the terms of the Agreement.

SECTION 2 NO DISCRIMINATION

There shall be no discrimination by the Employer or by CRONA against any Nurse or applicant for a position as a Nurse on account of membership or non-membership in, and activity or non-activity on behalf of CRONA. There shall be no discrimination by the Employer or CRONA against any Nurse or applicant as a result of: sex, marital status, sexual orientation, race, religion, creed, color, age, veteran status, national origin, ancestry, or physical or mental handicap.

SECTION 3 EXCLUSIVE AGREEMENT, AMENDMENTS, TERM OF AGREEMENT

- 3.1 This Agreement and its appendices constitute the exclusive record of agreement between CRONA and the Employer on all matters relating to wages, hours and working conditions.
- 3.2 The Employer and CRONA may mutually agree to amend or add to any provision of this Agreement or its appendices. Any such amendment or modification must be in writing executed by the duly authorized representatives of each party and any verbal modification or amendment shall be of no force or effect.
- 3.3 This Agreement shall be effective from April 1, 2016 and shall continue in effect to and including March 31, 2019, and from year to year thereafter, unless, at least ninety (90) days prior to March 31, 2019, or at least ninety (90) days prior to any subsequent

anniversary date thereafter, either party gives written notice to the other of its desire to terminate or make changes in the Agreement.

- 3.4 Both parties shall share in the cost of the printing and distribution of the Agreement.

**SECTION 4
OFFICIAL COMMUNICATIONS, REQUESTS FOR INFORMATION AND MEETINGS**

- 4.1 Any official communications under this Agreement shall be sent to the CRONA office at an address supplied by CRONA as “President, CRONA” and to the Employer as Director of Employee and Labor Relations” or designee.
- 4.2 To the extent that CRONA may request information or data other than that provided by the terms of this Agreement, all such requests must be in writing by the CRONA President and directed to the Director of Employee and Labor Relations, or designee of the Employer. The Employer shall provide information requested to the extent relevant and necessary to CRONA’s representation responsibilities under this Agreement. The Employer shall in good faith attempt to provide the information within ten (10) working days of the request. If all or part of any information requested by CRONA is considered confidential by the Employer, then CRONA and the Employer will discuss and mutually agree upon ways to safeguard the confidentiality of any information provided. The Employer will notify CRONA if the costs for those requests will require special or extraordinary processing or staff time. The Employer and CRONA will attempt in good faith to agree upon ways to modify the request in order to eliminate the special or extraordinary processing or staff time. If the parties are not able to agree upon such a modification, the Employer may charge CRONA for the costs.
- 4.3 The Employer shall in good faith attempt to provide monthly to CRONA the following information for each bargaining unit Nurse:
1. Name
 2. Mailing Address
 3. Employee Identification Number
 4. Retirement Plan
 5. CRONA Dues Status, including last four digits of Social Security Number
 6. Telephone Number, if available
 7. Cost Center Assignment
 8. Commitment — “Regular” or “Relief” and commitment level
 9. Status
 10. Clinical Nurse Level
 11. Adjusted Hire Date
- 4.4 In addition the Employer shall provide CRONA with a monthly list of the names, last four digits of Social Security Number, and dates of employment (including the adjusted hire date, if any), classification and cost center assignment of all newly hired bargaining unit Regular and Relief Nurses, and the names of all bargaining unit Nurses who have resigned or been terminated.
- 4.5 The Employer’s meeting facilities shall be available to CRONA on an equal basis with other Employer voluntary organizations.

**SECTION 5
CRONA SECURITY AND DUES DEDUCTION**

- 5.1 Employees hired before October 3, 1991. All Nurses hired before October 3, 1991, may voluntarily remain or become members of CRONA or comply with the provisions of paragraph 5.2.1.a or 5.2.1.b, below. However, the Employer shall have no obligation to discharge or otherwise discipline any such Nurse who does not voluntarily choose to become a member of CRONA or comply with the provisions of 5.2.1.a or 5.2.1.b below. All Nurses hired before October 3, 1991 who are members of CRONA on the date of this Agreement shall remain members in good standing or comply with the provisions of 5.2.1 below.
- 5.2 Employees hired after October 3, 1991. It shall be a condition of employment that all Nurses hired on or after October 3, 1991, shall, within thirty (30) days after the beginning date of such employment, either become and remain members of CRONA or comply with the provisions of paragraph 5.2.1 below, for the duration of this Agreement, except as provided below.
- 5.2.1 Any Nurse covered by paragraph 5.2 of this Agreement who, for personal or religious reasons, does not choose to conform to the membership requirements of paragraph 5.2 above, may notify CRONA in writing within thirty (30) days after the effective date of this Agreement or after the beginning date of her or his employment, whichever date is later. Such notice shall allow the Nurse to cease membership in or not become a member of CRONA and to do either of the following on an annual basis:
- a. Through payroll deduction or by biweekly payments which correspond to the end of the Employer's pay periods, to remit to CRONA a service fee for the administration of this Agreement; or
 - b. If such Nurse's choice is based upon religious reasons, to contribute in a manner agreeable to CRONA an amount equal to the regular dues of CRONA to a non-religious charity agreed to by CRONA. CRONA agrees that it will not unreasonably withhold its agreement as to the manner of such payments or the identity of any such charity.
- 5.2.2 Any Nurse who falls within the provisions of paragraph 5.2 above, and who fails to comply with the provisions of such paragraph shall, upon notice of such failure in writing from CRONA to the Employer and after counseling of such Nurse by the Employer and CRONA, be discharged or allowed to resign by the Employer no later than fifteen (15) days following receipt of written request from CRONA to terminate such Nurse. However, CRONA shall not request the termination of any Nurse whose failure to pay periodic dues or service fee is attributable to pay periods in which her paycheck, after all mandatory deductions and benefits contributions, is less than the sum certified in accordance with this Section.
- 5.3 Payroll Deductions of CRONA Dues and Service Fees.
- 5.3.1 If authorized in writing by a Nurse covered by this Agreement, the Employer will deduct from the wages of said Nurse, in the manner and to the extent

described below, the sum certified by CRONA as the periodic dues uniformly required by CRONA as a condition of membership, or as the service fee for administration of this Agreement.

- 5.3.2 No dues checkoff authorization shall be effective until thirty (30) days after CRONA has filed with the Employer's Human Resources Department the certification which is signed and dated by CRONA's President and Treasurer and states the amount of pay period dues uniformly required as a condition of membership. No service fee authorization shall be effective until thirty (30) days after CRONA has filed with the Employer's Human Resources Department the certification which is signed and dated by CRONA's President and Treasurer and states the amount of pay period service fee for administration of this Agreement. The certification previously filed shall be effective for the duration of this Agreement, unless CRONA files a new certification with the Employer at least thirty (30) calendar days in advance of a change in pay period dues or service fee.
- 5.3.3 All pay period deductions pursuant to this Section shall be deducted from each paycheck and shall be paid to CRONA within three (3) working days. Such remittances to CRONA shall be accompanied by pay period itemized statements showing the employee name, the amount of dues or service fee deducted, and cost center assignments. The deduction shall not be made for any Nurse whose paycheck for the applicable pay period, after all other mandatory deductions and deductions for benefits contributions have been made, is less than the sum certified in accordance with paragraph 5.3.2 of this Section. If any paycheck is less than the sum so certified, the Employer shall have no obligation to deduct the unpaid dues or service fee for that pay period from any succeeding paycheck of the Nurse.
- 5.3.4 CRONA shall undertake to advise all newly hired Regular and Relief Nurses of their obligations and rights under this Section. The Employer agrees to supply newly hired Regular and Relief Nurses with an informational packet which CRONA shall provide containing a CRONA Dues or Service Fee Deduction Authorization Form, which shall be consistent with this agreement, and a copy of this Agreement. The Employer at the time of hiring new bargaining unit Nurses shall advise those Nurses that the Employer recognizes CRONA as the exclusive bargaining representative on all matters related to wages, hours and working conditions. The Employer will afford each new bargaining unit Nurse with an opportunity to sign the CRONA Dues or Service Fee Deduction Authorization Form at the time the CRONA informational packet is provided to the Nurse.
- 5.3.5 CRONA shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in the deduction and remittance of CRONA dues or service fee as described in this section.
- 5.3.6 CRONA Membership Dues Or Service Fee Deductions

The authorization form for payroll deductions of dues or service fees shall be as follows:

To: Lucile Packard Children’s Hospital:

For each pay period during which I work for Lucile Packard Children’s Hospital while this Authorization is in effect, I hereby direct that, from my earnings now or hereafter payable to me from the Employer, there be paid to CRONA my CRONA membership dues or an equivalent service fee as indicated below, and I hereby authorize and direct you to deduct such sums from my earnings and pay the same for my account to CRONA. You are hereby authorized to deduct such sums from my earnings payable each pay period. I hereby authorize that this deduction of CRONA dues or equivalent service fee be given priority after all State and Federal deductions required by law and deductions for medical premiums have been met. The money deducted from my earnings shall be paid by the Employer to CRONA in such a manner as from time to time agreed upon between CRONA and the Employer.

This authorization shall be automatically canceled at such time as I am no longer employed in the bargaining unit represented by CRONA but shall otherwise remain in effect unless I revoke it by sending written notice to the Employer by registered mail, said revocation to become effective thirty (30) days after the revocation is received by the Employer. This authorization is entirely voluntary on my part.

Check one box only:

- Membership Dues
- Service Fees

Print Name

Address

Signature

Last 4 digits of Social Security Number

Date

Personal/Home email address
(Please print) (Optional)

**SECTION 6
CLASSIFICATION AND COMPENSATION PROCEDURES
FOR REGULAR NURSES**

6.1 New Hires.

6.1.1 All newly hired Regular Clinical Nurses will serve a Trial Period of six (6) months, unless extended pursuant to Section 26 of this Agreement. During the trial period or extension thereof a Regular Clinical Nurse may be terminated at

any time at the Employer's sole discretion and the Employer's discretion shall not be subject to review under any provision of this Agreement.

- 6.1.2 Current employees of the Employer who have completed a trial period and are newly hired into a Regular or Relief Clinical Nurse position will serve a six (6) month probation during which s/he can be terminated for just cause. If in the judgment of the Patient Care Manager, the Clinical Nurse is not meeting all the Clinical Nurse criteria at the end of the six (6) months but is making significant progress toward the Clinical Nurse criteria and overall job performance, the Patient Care Manager has the option to extend the probation period for an additional three (3) months.
- 6.1.3 The Employer will place newly hired Regular Clinical Nurses with six (6) months or less experience at the Clinical Nurse I level. Newly hired Regular Clinical Nurses with more than six (6) months experience will be placed as a Clinical Nurse II at the appropriate step based upon the Employer's assessment of the Nurse's experience, at its sole discretion, provided that:
 - a. Experience must be within the past two (2) years.
 - b. Experience must be applicable to the unit or area(s) in which the Clinical Nurse is hired, as determined by the Patient Care Manager.
- 6.1.4 After completion of not more than three (3) months of employment, the Employer will give the Regular Clinical Nurse an informal, interim evaluation. If the Clinical Nurse is having difficulty in meeting expectations during this three (3) month period, the evaluation will be in writing. This provision does not limit in any way the right of the Employer to terminate a Regular Clinical Nurse without cause during the trial period; nor does it give rise to any claim concerning such termination under the Grievance and Arbitration provision.
- 6.1.5 If the Regular Clinical Nurse is not performing at the appropriate level after the initial six (6) months of employment, the Employer will determine which of the following actions it deems to be appropriate and act accordingly.
 - a. Extension of trial period pursuant to Section 26 up to a maximum of three (3) months, with postponement of any salary increase. The Regular Clinical Nurse will be evaluated at the end of the extension period and reclassified at the Clinical Nurse II level, or if the Employer determines that performance is still unsatisfactory, terminated.
 - b. If the Employer determines that extension of the trial period is not appropriate, the Regular Clinical Nurse will be terminated.
 - c. The Employer may determine, at its sole discretion, that the Regular Clinical Nurse be transferred (to be restricted to one transfer) to a more suitable position. If a transfer is deemed appropriate, the trial period will be extended pursuant to Section 26 up to a maximum of three (3) months. The Regular Clinical Nurse will be evaluated at the end of the extension period and if the Employer determines that performance is still unsatisfactory, terminated.

6.2 Transfers After Completion of Trial Period – Regular and Relief.

6.2.1 A Nurse of the Hospital who has completed the trial period shall be eligible for transfer to a position represented under this Agreement. Such transfer shall be in accordance with applicable transfer procedures of this Agreement.

A Nurse transferring from a position represented by CRONA shall be placed on the salary schedule in accordance with Section 6.2.2. A Nurse transferring from a position not represented by CRONA, shall be placed on the salary schedule at the discretion of the Employer.

A Nurse who transfers to a position represented under this Agreement shall maintain the Nurse's adjusted hire date, and shall be eligible for benefits and other terms in accordance with this Agreement based on the employee's adjusted hire date.

Nothing in this Agreement shall permit the involuntary transfer of a Nurse from a position represented by CRONA to a position not represented by CRONA.

6.2.2 Transfers of Clinical Nurse IIIs and IVs will be governed by Section ~~XV~~XIV of the Professional Nurse Development Program.

6.3 Reclassifications.

6.3.1 Voluntary. Regular Clinical Nurse IIIs, and Clinical Nurse IVs have the option to request reclassification to a Clinical Nurse II level. Written documentation of this choice is to be placed in the personnel file of the individual Nurse.

6.3.2 Involuntary Reclassification. Regular Clinical Nurse IIIs and IVs will be reclassified as provided in the Professional Nurse Development Program Section VIII.

6.4 Rehires.

6.4.1 If rehired into the same or similar unit within twelve (12) months of resignation, a Regular Nurse will be placed as a Clinical Nurse II level at the step that had been attained at the time of resignation. The Nurse's date of eligibility for the next step increase if rehired into a regular position will be adjusted for the period of resignation, layoff or termination and the Nurse will be eligible for a step after serving 12 months of employment on the step. Eligibility for longevity steps will be according to Appendix "A". If hiring into a different unit, the Nurse will be treated as a new hire for purposes of Clinical Nurse level and step.

6.4.2 In the case of the rehiring of a Regular Nurse who had been employed as a Clinical Nurse III or IV or Staff Nurse III or IV, the rehired Nurse shall be rehired as a Clinical Nurse II and may reapply for Clinical Nurse III or IV status at the next available application period.

6.4.3 If rehired after twelve (12) months from resignation, a Regular Nurse will be considered as a new hire. The Employer will evaluate any intervening

employment and education to determine appropriate step placement on the Clinical Nurse II salary scale.

- 6.5 Classification and compensation procedures for Relief Nurses are set forth in Section 15 of this agreement.
- 6.6 Voluntary Requested Reduction in Scheduled Commitment: Any Regular Nurse may submit a request in writing to his or her Nurse Manager requesting a voluntary reduction in schedule commitment. The Nurse Manager will consider the request and will respond in writing to the Nurse within thirty (30) calendar days of the submission of the request. When the Nurse Manager determines in his or her discretion that a reduction in schedule commitment may be appropriate, the reduced commitment position shall be posted pursuant to the Internal Transfers procedures contained in Section 22 of the Agreement. The parties recognize that, even when the Nurse Manager agrees to post a reduced commitment position, the Nurse who obtains the position may not be the Nurse whose request prompted the posting of the reduced commitment position.

SECTION 7 COMPENSATION

7.1 Salary Placement.

7.1.1 Effective as of the payroll period beginning May 22, 2016, Regular Clinical Nurse I will be hired at the Regular Clinical Nurse II, Step 2 rate. After six (6) months, provided performance is satisfactory, the Regular Clinical Nurse will move to the Regular Clinical Nurse II, Step 3 rate. Thereafter, step increases will occur effective the pay period during which the Regular Nurse's annual review date falls in accordance with applicable procedures of Section 7.1.3. (Salary step progression for Relief Nurses is specified in Section 14.)

7.1.2 Nurses who, as of May 11, 2016, are in a Regular Clinical Nurse I position shall move to the Regular Clinical Nurse II, step 2 rate effective as of the payroll period beginning May 22, 2016. Nurses who move to the Regular Clinical Nurse II, step 2 rate, pursuant to this Section 7.1.3 are not eligible to also have their 2017 Salary Review Date accelerated by six (6) months pursuant to Section 7.1.5 below.

7.1.3 If a Regular Clinical Nurse II is hired on Step 2, progress to Step 3 will occur six (6) months following the Regular Nurse's hire date providing performance is satisfactory. Salary step increases for Step 4 through 7 shall occur each year effective the pay period during which the Regular Nurse's annual review date falls, providing performance is satisfactory.

7.1.4 Step Increases. Step increases for Regular Nurses will be implemented as follows:

- Step 3: After 6 months at Step 2
- Step 4: After 1 year at Step 3
- Step 5: After 1 year at Step 4
- Step 6: After 1 year at Step 5
- Step 7: After 1 year at Step 6
- Step 8: After 2 years at Step 7
- Step 9: After 10.5 years of continuous Employer service (this will not be effective until the Nurse has met the requirements of Step 8)
- Step 10: After 15 years of continuous Employer service (this will not be effective until the Nurse has met the requirements of Step 8)
- Step 11: After 20 years of continuous Employer service (this will not be effective until the Nurse has met the requirements of Step 8)
- Step 12: After 25 years of continuous Employer service (this will not be effective until the Nurse has met the requirements of Step 8)
- Step 13: After 30 years of continuous Employer service (this will not be effective until the Nurse has met the requirements of Step 8)

Steps 9, 12, and 13 shall be effective on July 17, 2016. The longevity step increases for Steps 8 through 13 for eligible Nurses will be implemented at the

beginning of the pay period in which the Adjusted Hire Date falls, ~~except as provided in Sections 7.1.1, 7.1.3 and 7.1.4.~~

- 7.1.5 A Nurse hired on or before May 11, 2016 ~~shall have her or his 2017, with a Salary Review Date occurring in the calendar year 2017, shall have her or his Salary Review Date occurring in 2017~~ accelerated, one time only, to occur six (6) months earlier. Thereafter, the Nurse's Salary Review Date shall occur according to the schedule applicable to the Nurse's step as set forth in this Section. This change to a Nurse's Salary Review Date shall affect only the Nurse's eligibility for step increases 2 through 8 and shall not affect the Nurse's eligibility for longevity steps 9, 10, 11, 12 and 13, the Nurse's Adjusted Hire Date, or the use of seniority for any other purpose. During 2016, Nurses eligible for step increases shall continue to advance to the next step based on their Salary Review Date, as it existed on May 10, 2016. In addition, during 2016, Nurses may be eligible for step increases if their 2017 Salary Review Date was accelerated and moved to a date in 2016 under this Section.
- 7.1.6 There shall be no adjustment of annual review date as a result of any interim evaluation or change in Regular Nurse classification. Definitions of qualifications of Regular Nurse classifications (experience, educational preparation, ability, etc.) shall be in accord with classification guidelines established by the Employer including the Professional Nurse Development Program for Clinical Nurse III and IV.
- 7.1.7 Prior to revising or establishing new qualifications and Clinical Performance Criteria for Clinical Nurse II, the Employer shall give the LPCH Nurse Practice Committee the opportunity to participate in a mutual effort to revise or establish such qualifications or criteria. Disputes regarding revised or new qualifications or criteria that are not resolved within forty-five (45) days of notification of CRONA may be submitted by CRONA to mediation, pursuant to the terms of Section 27.2.4, but such disputes shall not be subject to arbitration under this Agreement. Mediation shall occur within thirty (30) days of CRONA's submission of the dispute to mediation. Disputes not resolved at the Nursing Practice Committee or submitted to but not resolved in mediation may be resolved by the CNO. Unless agreed to by the Nurse Practices Committee or in mediation, the revised or new qualifications or criteria for Clinical Nurse II shall not be implemented by the CNO earlier than at least forty-five (45) days after the Employer has provided notice to CRONA of such changes if CRONA has not requested mediation during that time, or ninety (90) days after the Employer has provided notice to CRONA of such changes if CRONA has timely requested mediation. The Employer shall make the final determination of the definition of qualifications and criteria, and nothing shall restrict the Employer's right to determine the qualifications and criteria required for a particular Nurse classification.
- 7.1.8 Any Regular Clinical Nurse hired during the term of this Agreement will be compensated in accordance with the procedures set forth in Section 6 of this Agreement. Upon completion of one (1) year of employment such Nurse may be eligible to apply for a Clinical Nurse III or IV position in accordance with the procedures and criteria established in the Professional Nurse Development Program.

- 7.1.9 A Clinical Nurse promoted to the Clinical Nurse II classification will be paid in accordance with the compensation schedule for that classification effective the pay period in which the reclassification was made. The promotion of a Clinical Nurse to the Clinical Nurse III and IV classifications will be governed by the terms of the Professional Nurse Development Program.
- 7.1.10 Procedures for annual performance evaluations are set forth in Section 25 of this Agreement.
- 7.2 Part-time Nurses. Part-time Regular Nurses shall be paid in accordance with the above-stated salary schedules on an all hours worked basis. Such Regular Nurses may work a portion of their actual commitment in more than one unit with the written approval of the Patient Care Managers of the units involved. In such cases the Personnel Action Form will reflect the total actual commitment.
- 7.3 Resource Nurse. Nothing shall restrict the Employer's right to determine when a Resource Nurse should be appointed or to designate Nurses to assume the responsibilities of Resource Nurse.
 - 7.3.1 The Employer shall seek volunteers first, by notifying the Nurses in the unit by email (via Outlook or a similar Hospital-wide email system) of the Employer's decision to appoint an additional Resource Nurse or additional Resource Nurses in the unit. The Employer shall appoint the Resource Nurses from among the volunteers provided that, in the Employer's judgment, an adequate number of the volunteering Nurses possess the requisite skills and abilities to perform the Resource role. Whenever there is an excess of Nurses volunteering for the role who possess the requisite skills and abilities and who, in the determination of the Employer, are equal in their skills and abilities, seniority shall be the tie-breaker in making the selection decision.
 - 7.3.2 If an inadequate number of qualifying Nurses volunteer for the Resource Nurse role, the Manager may appoint Nurses to assume the responsibilities of Resource Nurses. The Manager shall give appropriate consideration to a Nurse's request not to be appointed as a Resource Nurse or to be relieved of Resource Nurse duties for good faith reasons.
 - 7.3.3 The Employer will provide Nurses who are appointed to be a Resource Nurse orientation, education and training, which shall be paid for by the Employer.
 - a. Prior to being assigned to perform the duties of a Resource Nurse, the Nurse will receive precepting from an experienced Resource Nurse for at least three (3) shifts. In addition, beginning on April 1, 2014, the Nurse will be offered a Resource Nurse course prior to being assigned to perform the duties of a Resource Nurse. A newly appointed Resource Nurse will complete an initial competency prior to being assigned Resource Nurse responsibilities and a competency validation after six (6) months of being appointed as a Resource Nurse.
 - b. On an ongoing basis, Resource Nurses will attend regular Resource Nurse meetings. Resource Nurse competency shall be completed

annually. Individual training needs will be identified annually by the Manager through completion of the Resource Nurse competency.

7.3.4 Nurses designated as Resource Nurse will be paid in accordance with the salary schedules set forth in Appendix A and will receive in addition a differential of seven and one-half percent (7.5%) per hour for which the Nurse is designated and acts as Resource Nurse. Nurses designated and acting in the capacity of Patient Care Manager or Patient Care Director pursuant to Section 7.4 below do not receive the Resource Nurse differential.

7.4 Work Outside Nurse Classifications. The Employer has the right to designate Nurses to work temporarily in positions outside the bargaining unit classifications described in Section 1 of this Agreement. Any Nurse who is designated, and acts as and in lieu of, a Patient Care Manager, Assistant Patient Care Manager, Nursing Educator, Nursing Supervisor, or Patient Care Director for a continuous period of fifteen (15) calendar days shall be designated in writing as an “Acting” Patient Care Manager, Assistant Patient Care Manager, Nursing Educator, Nursing Supervisor, or Patient Care Director, and shall receive a premium of 7.5% of the Nurse’s base rate for each shift for which the Nurse is so designated and acts in this capacity. Such written designations shall automatically terminate on the end date specified on the initial designation unless extended in writing. Any temporary designation as an “Acting” Patient Care Director, Patient Care Manager, Assistant Patient Care Manager, Nurse Educator, Nursing Supervisor, or other non-bargaining-unit position shall not result in any reclassification of a Nurse or in the loss of any seniority or change of any CRONA benefits during the time such position is held. A Nurse’s temporary assignment outside the CRONA bargaining unit shall not otherwise be subject to this Agreement. During the temporary assignment, the Nurse’s compensation shall be on the same basis as other Employer personnel in the designated classification in which the Nurse is Acting, and shall be exempt from all Compensation provisions of this Agreement, except this Section 7.4.

7.5 Shift and Weekend Differentials.

7.5.1 Purpose. Shift differentials and weekend differentials are intended to provide additional compensation for the evening, night and weekend shifts.

7.5.2 Shift Definitions (for Shift Differential Purposes).

- a. Evening Shift. The evening shift shall include all scheduled shifts where the majority of hours occur after 2:00 p.m.
- b. Night Shift. The night shift shall include all scheduled shifts where the majority of hours occur after 10:00 p.m.
- c. Weekend Shift— see Section 16.1.

7.5.3 Payment. A differential of ten percent (10%) will be added to the base wage rate for all regularly scheduled “evening” shifts worked; a differential of eighteen percent (18%) will be added to the base wage rate for all regularly scheduled “night” shifts worked.

- 7.5.4 Weekend Differential. Effective May 22, 2016, any Nurse working on a weekend will receive a differential of \$3.00 per hour.
- 7.5.5 Additional Weekend Incentive Differential. If a Regular Nurse is required to work more than four (4) weekend shifts in a schedule period, s/he will receive a differential of Five Dollars (\$5.00) per hour (in lieu of the regular \$2.40 per hour weekend differential) for working on any weekend shift over four (4) shifts. The Employer will determine the availability of alternative weekend scheduling in accordance with Section 16 (Weekend Staffing) and Section 17 (Shifts and Shift Rotation). A Nurse may voluntarily trade weekend shifts with another Regular Nurse with the written consent of the Patient Care Manager.
- 7.5.6 Combination of Shifts.
- a. If a Nurse works a combination of evening shift and night shift hours, and a majority of the scheduled hours are before 10:00 PM, the evening rate will be paid: if a majority of the scheduled hours are after 10:00 PM, the night rate applies. (Example: A Nurse works from 9:00 PM to 5:30 AM. The night shift rate applies.) If an equal number of hours is worked both before and after 10:00 PM, the night shift rate applies.
 - b. If a Nurse works a combination of day shift and either evening or night shift hours, the applicable shift differential will be paid only if at least half of the scheduled hours are between the hours of 4:00 PM and 6:00 AM.
- 7.5.7 Differential for PTO Hours. Full shift differential will be paid to Regular Nurses claiming PTO (Paid Time Off as stated in Section 9) if they are permanently assigned to evenings or nights. Permanent assignment constitutes an anticipated or realized six (6) months of assignment. This assignment is agreed upon by the Regular Nurse and department and indicated on a signed Personnel Action Form.
- 7.5.8 Contiguous Overtime (immediately preceding or following a regular shift). A Nurse working overtime hours contiguous to a regular shift will receive the higher shift differential of the two (2) shifts worked for the overtime hours. A Nurse working hours in accordance with the Short Notice Compensation provision which are contiguous to a regular shift will receive the highest shift differential for the hours worked in accordance with the Short Notice Compensation provision.
- 7.5.9 Noncontiguous Overtime. A Nurse working overtime hours which are not contiguous to a regular shift will be paid shift differential at the rate applicable to the shift in which the overtime hours are worked.

7.6 Overtime Compensation.

7.6.1 Except as otherwise provided in this Agreement, Nurses will be paid overtime as follows:

- a. For Nurses regularly assigned to work twelve (12) hour shifts, overtime will be paid for all hours worked in excess of twelve (12) in the work day at the rate of two times (2x) the Nurse's regular rate;
- b. For Nurses regularly assigned to work shifts of eight (8) or more hours, but less than twelve (12) hours, overtime premium will be paid for all hours worked in the work day in excess of the regularly scheduled shift (e.g. 8, 9, 10, or 11) up to twelve (12) total hours worked at the rate of one and one half (1½) times the Nurse's regular rate, and for all hours worked in the work day in excess of twelve (12) hours at the rate of two times (2x) the Nurse's regular rate;
- c. Nurses will also be paid overtime premium for all hours worked in excess of forty (40) hours in the workweek, or, in the case of Nurses who regularly work eight (8) hour shifts pursuant to the 8/80 pay plan, for all hours worked in excess of eighty (80) hours in the fourteen (14) day work period. Unless the parties agree otherwise, the fourteen (14) day work period for Nurses working the 8/80 pay plan shall coincide with the pay period.

7.6.2 For purposes of overtime calculation, hours worked shall include time actually worked, but shall not include any time for which the time and one half (1 ½) premium or the double time (2x) premium has been paid.

7.6.3 The Employer will make reasonable efforts to secure volunteers from the staff on the premises, including Nurses not covered by this Agreement, and from resources outside the hospital, to replace a Nurse who is unable to work overtime.

A Nurse who is too fatigued or ill to perform his/her duties safely will inform the and be relieved of duty.

7.6.4 Double-Back Premium. When the Employer schedules a Nurse to work a second shift which starts less than eight hours after the scheduled end of the previous shift and the schedule was not requested by the Nurse, hours worked in the second shift shall be paid at the Nurse's regular hourly rate with the overtime premium added. The next regularly scheduled shift shall be paid at the Nurse's regular hourly rate.

When a Nurse is required to stay involuntarily past the scheduled end of her/his shift due to the Employer's business, and if the Nurse does not receive a break of at least eight (8) hours, any shift begun during this eight (8) hour period will be paid at the applicable overtime rate for the entire shift.

7.6.5 A Nurse requested to report back to work on a day in which s/he already has worked will be paid overtime premium after the report back for each hour in excess of 8 but less than 12, and double time premium for each hour in excess of 12. When the Nurse's 24 hour work day ends, a Nurse who continues to work a regularly scheduled shift will be paid at the regular hourly rate regardless of overtime hours worked in the previous workday.

7.7 On-Call System. On-Call is not considered to be hours worked. The Nurse is not required to remain on the Employer premises or any other particular place, but is required to leave word where she or he may be reached by telephone or beeper. The Employer will compensate a Nurse on on-call at one-half the hourly base wage rate for scheduled on-call hours. If a Nurse is called into work while on on-call status, she or he will be paid at the rate of one and one-half (1 ½) times the regular hourly rate of pay for actual hours worked and will be guaranteed a minimum of two (2) hours' pay at this rate, unless, with supervision's approval, the Nurse wishes to return to her/his home to resume on-call status. A Nurse called in to work under this paragraph will be compensated according to subsection 7.6 for any overtime hours worked.

7.7.1 Sleep Room. The Employer shall maintain a list of a sufficient number of appropriate locations to sleep, which may include off-site lodging paid for by the Employer. The Patient Care Manager, Administrative Nursing Supervisor, or their designee will identify from that list a location to sleep for each Nurse placed on-call who has worked a minimum of twelve (12) consecutive hours or who has less than eight (8) hours before her or his next scheduled shift begins.

From time to time, the Nurse Practice Committee shall meet and review the list of pre-designated appropriate sleep locations to discuss potential modifications or expansions to the list.

7.7.2 Effective August 28, 2016, a Nurse may not be assigned call in an amount exceeding twelve (12) hours per week.

7.8 Short Notice Compensation.

7.8.1 To meet a staffing need a Nurse may be called by the Employer on short notice to report for work. If the Nurse called for work is not in on-call status and has not elected to change her schedule or trade with another Nurse, the following shall apply.

a. Eight-hour Shifts. A Nurse who is requested by the Employer to report back to work on a scheduled day off with less than six (6) hours' notice will be paid one and one-half (1 ½) times the regular hourly rate of pay with a guaranteed minimum of four (4) hours, if not canceled one hour before the start of the shift. A Nurse requested to report to work prior to the normal starting time of her/his assigned shift will be paid one and one-half times the regular hourly rate for all early hours worked. Once the Nurse's regularly scheduled shift begins, the Nurse will be paid at the regular hourly rate for all hours worked in the regularly scheduled shift.

- b. Twelve-hour Shifts. A Nurse who is requested by the Employer to report back to work on a scheduled day off with less than six (6) hours' notice will be paid one and one-half (1 ½) times the regular hourly rate of pay with a guaranteed minimum of four (4) hours, if not canceled one hour before the start of the shift. A Nurse who is requested to report back to work to a previously scheduled shift within one hour of notification of cancellation of that shift will not receive short notice pay. When the Nurse's regular scheduled workday begins, the Nurse will be paid at regular rates, regardless of the number of overtime hours worked the previous day. A Nurse who is scheduled for and works a twelve (12) hour shift who is requested to work prior to the normal start time of her/his assigned shift will be paid at double time for all early hours worked.

7.9 Holiday Premium. Nurses required to work on any of the following holidays will be paid 1 1/2 times the regular hourly rate of pay including any applicable shift differential for all time worked: New Year's Day, Martin Luther King's Birthday, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In addition to the 1 1/2 times pay, the Regular Nurse may claim eight (8) hours of accrued PTO to be paid at the hourly base wage rate plus shift differential if applicable in accordance with Section 7.5.6.

7.10 Staff and Committee Meetings.

7.10.1 Staff Meetings. Nurses will be paid for time spent attending staff meetings outside of his/her regularly scheduled shift hours. If the meeting is contiguous with the Nurse's shift, the pay rate will include the Nurse's shift differential, if any, and overtime premium if applicable.

7.10.2 Committee Meetings. Nurses will be paid for time spent attending and performing required duties as a member of a committee created, recognized and sponsored by the Employer. The Employer and the Nurse must agree on the appointment to, or participation in, such a committee, and the extent to which the Nurse is authorized to perform duties other than attendance at the meeting. If the meeting is contiguous with the Nurse's shift, the pay rate will include applicable shift differential, if any, and overtime premium, if applicable.

7.11 Preceptor Program Differential.

7.11.1 This Section 7.11 shall be effective on July 17, 2016.

7.11.2 A Nurse assigned by the Employer as a Preceptor pursuant to this section will be paid a premium of two dollars and fifty cents (\$2.50) per hour for all hours worked as an assigned Preceptor.

7.11.3 For purposes of this section, a Preceptor is an experienced nurse assigned to function as a role model, teacher, and evaluator for a specific nurse. During the hours the Preceptor is so assigned, the nurse receiving training from the Preceptor is not considered in the count in the unit under applicable staffing laws and rules.

- 7.11.4 For purposes of this section, a Preceptor is responsible for planning, organizing, and evaluating the knowledge and skill development of a nurse in a formalized training program such as, but not limited to, the New Graduate/New Resident Training Program and the Specialty Training Programs (e.g. Critical Care, OR, Hematology/Oncology, and L&D). In addition, a Preceptor may be assigned to provide formalized training for newly hired experienced Nurses and for current Nurses who need specific and formalized training in connection with a relocation to a different unit of the Hospital or to a different role within the same unit. A Preceptor may also be assigned to precept a Nurse in the same unit who is learning a new specialty skill, such as advanced surgical procedure, transportation of critical care patients, ECMO, VADs and CRRT.
- 7.11.5 The length of a formalized training program and the amount of formalized training shall be determined by the Employer.
- 7.11.6 A Preceptor role is voluntary whether or not a differential is paid pursuant to this sSection. A Nurse accepting assignment as a Preceptor agrees to the role duties and responsibilities outlined in the role description for a Preceptor.
- 7.11.7 To be eligible for this differential, a Preceptor must have been assigned in writing by the Preceptor's manager or designee pursuant to this sSection to function in the role for a specific Nurse. In addition, the Preceptor must have completed the Preceptor Training Program and Preceptor competencies.
- 7.12 Teleservices/IV Access Programs; Regular Nurses Working From Home.
- 7.12.1 Teleservices Regular Nurses Who Work Night Triage: Nurses assigned to regular shifts who are working from home will be paid straight time for the assigned hours regardless of the number and timing of telephone calls received.
- 7.12.2 Teleservices/IV Access Regular Nurses: Nurses assigned to "on-call" shifts of any length who are working from home will be paid one-half regular salary until the point on her/his shift s/he is required to work (receive her/his first telephone call). At that point, s/he will be paid straight time for the time spent responding to the call. When the call ceases, the Nurse will revert to one-half pay until the receipt of the next call and so on through the shift. If the Nurse is required to report to the Employer to work, s/he will be paid time-and-one-half (per Section 7.7 of current contract).
- 7.12.3 Differentials: The following contract provisions will not apply to Nurses who are working from home in any capacity:
- a. Section 7.5 — Shift and Weekend Differentials and Additional Weekend Incentive Differentials.
 - b. Section 7.6.4 — Double-back Premium.
 - c. Section 7.8 — Short Notice Compensation.

7.12.4 Holiday Pay: The following contract provision will apply to Nurses who are working from home in any capacity.

- a. Section 7.9 — Holiday Premium.

SECTION 8 BENEFITS

- 8.1 Eligibility. All Nurses covered by this Agreement are eligible to participate in the benefit programs enumerated in this Section as the terms for the programs are set forth below, provided that the Nurse meets the eligibility requirements for each plan. The Employer may alter the criteria for eligibility provided that no Nurse who is eligible for a benefit upon the execution of this Agreement becomes ineligible because of the changes. Specific eligibility requirements for Relief Nurses are set forth in Section 14 of this Agreement.
- 8.2 Changes in Employer Provided Benefits. The Employer shall have the right to alter the benefits or carrier of any of the plans enumerated in this Section. Sixty (60) days prior to the implementation of any such changes the Employer shall notify CRONA of any such proposed changes and shall provide, in Excel or a similar electronic format, to CRONA relevant information that is not confidential or privileged upon which the Employer has based its decision to make the proposed changes. Upon CRONA's request, the Employer shall meet with CRONA to review the proposed changes in an attempt to reach mutual agreement regarding modifications. If mutual agreement is not reached, the Employer shall maintain substantially equivalent benefits and plans as enumerated hereunder during the term of this Agreement. In the event the Employer makes changes which include improvements for unrepresented employees in the benefits described in Section 8 which are common to both the CRONA unit and such unrepresented employees, CRONA will be offered the opportunity to accept those changes; provided that CRONA's acceptance is given in writing and is based on the changes in their entirety.
- 8.2.1 Annual Review of Health Plans. The Employer shall meet annually with CRONA at least ninety (90) days prior to plan renewal to discuss problems regarding claims, administration and access issues of the health plan.
- 8.2.2 RFP of Health Plans. If the health plan is put out for bid, the Employer agrees to meet with CRONA to review the criteria to be placed in the Request For Proposal. In addition, the Employer agrees to meet with CRONA prior to the selection of a carrier. In advance of the meeting regarding the selection of a carrier, the Employer shall provide, in Excel or a similar electronic format, to CRONA relevant information that is not confidential or privileged considered by the Employer as a basis for carrier selection.
- 8.3 Benefit Plan Documents. The Employer provides the following benefits to all Regular Nurses who are eligible in accordance with the terms of this Agreement. The various plans are summarized herein. Eligibility and coverage available for Relief Nurses are summarized in Section 14 of this Agreement. CRONA understands and agrees that the descriptions below do not purport to recite completely the coverage or eligibility requirements for the plans, the details of which are subject to periodic review and modification by the Employer.

8.3.1 Medical Coverage.

- a. The Employer shall provide as one option a basic and major medical plan with no charge for self and children coverage, which it may change from time to time, provided that such changes shall not involve distinction based upon membership or non-membership in CRONA. This coverage is provided to all Nurses covered by this Agreement except that specific eligibility requirements for Relief Nurses are set forth in Section 14.12.6.
- b. For health plans currently in effect, increases in the employee's contribution cannot be greater than the percentage increase in the premium of that plan.
- c. Unless precluded by law, the Employer shall provide at least one plan option for self, spouse/eligible domestic partner, children, and family coverage that includes a Health Savings Account ("HSA") or other similar account that is owned by the enrolled Nurse and rolls over from year to year (the "HSA Plan"). The HSA Plan shall have no more than the minimum deductible(s) required by law.
- d. For all medical plans, coverage shall remain in effect until the last day of the month in which employment terminates or in which the employee is no longer eligible for coverage.
- e. Hospitalization: Hospital charges (excluding physician charges) for employees covered by the PPO will be waived if a plan participant is hospitalized at SHC and/or LPCH. Hospitalization includes same day surgery and ATU. This does not include charges when the plan participant is not hospitalized, e.g., outpatient charges for MRI.

8.3.2 Dental Plan. Eligible Nurses and their dependents will be covered by a dental plan in accordance with the following. When both parents are employed by the Employer, dependent children may be covered under each parent's dental plan:

- a. Limits.
 1. Orthodontic services are provided only to eligible dependent children and limited to fifty percent (50%) coverage and a maximum reimbursement of One Thousand Dollars (\$1,000.00) per child.
 2. Other dental services are provided to eighty percent (80%) with a maximum dollar amount paid by the plan per calendar year of One Thousand Five Hundred Dollars (\$1,500.00) per individual covered or as otherwise covered by the plan summary document.
- b. Optional Coverage. The Nurse's spouse/domestic partner may be enrolled in the plan at group rates, at the option of the Nurse. The spouse/domestic partner must be enrolled within one month of the

Nurse's eligibility or enrollment may be delayed to dates established by the insurance carrier.

c. Payment of Premiums.

1. Premiums for the dental insurance provided are paid by the Employer for the covered Nurse and all eligible dependent children enrolled in the program.
2. Premiums for spouse/domestic partner coverage elected by the Nurse shall be paid through automatic paycheck deductions upon the employee's written authorization.

d. Detailed Information. Plan details shall be maintained in the Human Resources Department and made available to employees upon request.

8.3.3 Vision Care. The Employer shall provide a vision care plan.

8.4 Long Term Disability Insurance. All Regular Nurses are covered under the Employer's Long Term Disability Insurance Plan that is provided to non-represented employees. Relief Nurses will be entitled to coverage as specified in Section 14.

The Employer pays the full cost of providing long-term disability insurance for Regular Nurses. Coverage begins on the first day of the month.

The plan pays fifty percent (50%) of the eligible Nurse's monthly base wage (to a limit of Eight Thousand Dollars (\$8,000)), reduced by other available income benefits, commencing at the end of a six (6) month qualifying period of continuous disability. Benefit payments continue for the duration of total disability to age 65.

8.5 Basic Life Insurance. The Employer pays the total premium cost to provide all Regular Nurses and eligible Relief Nurses as specified in Section 14.12.5 with one (1) times annual salary to a maximum of Fifty Thousand Dollars (\$50,000.00) of Group Life Insurance. If the Nurse enrolls at the time of hire or when newly eligible, coverage becomes effective on the first (1st) day of the month following that date.

8.6 Retiree Medical Insurance. Benefit eligible Nurses will be able to participate in the Employer's Retiree Medical Plan, based on their age and years of service (adjusted hire date) as described under the terms of the plan. Effective January 1, 2017, any benefit eligible nurse who is a Group B or Group C retiree will have a one-time opportunity to elect the Group D Retiree Health Reimbursement Account benefit described in Section 8.7 in lieu of such Group B or Group C benefit. Failure to so elect such Group D benefit when eligible to do so will result in the retiree receiving the Group B or Group C benefit, as applicable, to which they are entitled under the Plan.

8.7 Retiree Health Reimbursement Account. Nurses will participate in the Retiree Health Reimbursement Account on the same basis as offered to unrepresented employees, provided they meet the eligibility requirements set forth in the Plan.

8.8 Back Up Care. Effective August 5, 2011, Regular Nurses will be eligible to utilize the Employer's Back Up Care Program in accordance with its terms and provisions.

- 8.9 Supplemental Long Term Disability Insurance. Regular Nurses and eligible Relief Nurses as specified in Section 14 are eligible to purchase, through payroll deduction, Supplemental Long Term Disability Insurance within 31 days of hire or within 31 days of becoming eligible. The plan increases the percentage of pay replaced described in Section 8.4 above up to sixty six and two thirds percent (66-2/3%), as described under the terms of the plan. If the Nurse wishes to enroll after the thirty-one (31) day period, a statement of Physical Condition Form is required and must be approved by the insurance company. If approved, coverage begins on the date determined by the insurance company and appropriate payroll deductions will be made.
- 8.10 Supplemental Short Term Disability Insurance. Regular Nurses and eligible Relief Nurses as specified in Section 14 are eligible to purchase supplemental short term disability insurance within 31 days of hire. The short term disability plan pays sixty (60%) percent of the pre-disability base wage rate to a maximum weekly benefit of \$1,846 less disability payments from any state-mandated disability plan and Social Security, less any other employment earnings. The benefits begin eight (8) days after the Nurse becomes disabled and ends when the Nurse is no longer disabled or after 52 weeks, whichever comes first.
- 8.11 Supplemental Group Life Insurance. Eligible Regular Nurses and eligible Relief Nurses may purchase Supplemental Group Life Insurance in accordance with the applicable plan provisions contained in the Staff Benefits Handbook and/or on file in the Benefits Office.

New eligible Nurses are given the opportunity to enroll during orientation or when they are newly eligible for the benefit. If the eligible Nurse enrolls at that time, coverage becomes effective on the first (1st) day of the month following date of hire or change in status. If participation is refused at that time, the Nurse may enroll within thirty one (31) days of the date s/he is eligible for coverage. If the eligible Nurse wishes to enroll after the thirty-one (31) day period, a Statement of Physical Condition Form is required and must be approved by the insurance company. If approved, coverage begins on the date determined by the insurance company and appropriate payroll deductions will be made.

Eligible Nurses may purchase up to six (6) times their annual base salary (to a maximum of \$3,000,000 combined with basic life). Evidence of good health is required for amounts over three (3) times annual salary. After the initial thirty-one (31) day enrollment period, the Nurse may enroll or change supplemental life insurance at any time by completing a regular enrollment/change form and meeting all requirements for changing coverage including providing evidence of good health. If the Nurse has supplemental life insurance, he/she may purchase insurance for spouse and/or children subject to any insurance company requirements including evidence of good health.

- 8.12 Supplemental Accidental Death and Dismemberment Insurance. Eligible Regular and Relief Nurses may purchase Supplemental Accidental Death and Dismemberment Insurance for themselves only or for themselves, spouse and dependent children. Nurses may elect to purchase one of a number of plans, with the principal sum ranging from Ten Thousand Dollars (\$10,000.00) to Five Hundred Thousand Dollars (\$500,000.00) or ten (10) times base annual salary, whichever is lower. The total premium is paid by the Nurse through payroll deduction.

New eligible Nurses are given the opportunity to enroll during orientation. A Regular Nurse electing not to participate at that time may enroll for coverage, to be effective the first day of any month, by submitting the application during the previous month.

- 8.13 Malpractice and General Liability Insurance. The Employer pays the total cost of a group General Liability insurance policy which automatically covers all Nurses who are acting within the scope of their professional duties.
- 8.14 Legal Care Plan. Eligible Nurses may purchase a legal care plan through appropriate payroll deduction.
- 8.15 Flexible Spending Program. The Employer will provide the opportunity for Regular Nurses and “C” Relief Nurses to place pre-tax earnings into the following flexible spending programs in accordance with the Employer’s summary plan document and IRS regulations for these programs:
1. Premiums for health benefits.
 2. Dependent care expenses.
 3. IRS allowed medical spending account.

**SECTION 9
PAID TIME OFF (PTO) AND EXTENDED SICK LEAVE (ESL)**

9.1 Paid Time Off (PTO).

9.1.1 Purpose and Rate of Pay. Paid Time Off (PTO) allows individual flexibility in time off, subject to the Employer’s reserved right to determine scheduling and ensure the continuity of patient care. PTO compensates Regular Nurses at their hourly base wage rate of pay when they are absent from work for such purposes as vacation, illness, holidays, family emergencies, religious observances, preventive health and dental care, and other approved elective absences. A Regular Nurse permanently assigned to evenings or nights at the time of payment will receive a full shift differential. See Section 7.5.7.

9.1.2 Eligibility. All Regular Nurses (excludes Relief) who are categorized as regular or trial period, whether full-time or part-time, are eligible for PTO.

9.1.3 Accrual.

- a. PTO is accrued on the basis of paid hours, on a maximum of eighty (80) hours in a pay period, excluding missed meal period penalties, PTO cashouts and on call pay (except critical care transport Nurse specialists as provided below). As an exception, double shifts (16 consecutive hours) worked in a workday may result in an accrual of PTO over eighty (80) hours in a pay period. For critical care transport Nurse specialists, PTO is accrued on regularly scheduled On Call time at one half (1/2) the regular accrual rate.
- b. PTO accrual will continue for all hours off on Jury Duty and legal appearances as defined in Section 20, for hours the Regular Nurse would normally have been scheduled to work.
- c. The following accrual rates are illustrative for a Regular Nurse who works full time.

Years of Service	Time Accrued Per Hour Worked	Projected Annual Hours For Full-Time 8-Hr Employee	Projected Annual Days For Full-Time 8-Hr Employee
First year of employment	.1000	208	26
2 nd through 3 rd year	.1193	248	31
4 th through 9 th year	.1385	288	36
10 th & subsequent years	.1500	312	39

9.1.4 Use of PTO.

- a. PTO may be used as soon as it is earned. PTO may not be used in advance and may not be used on regularly scheduled days off. All PTO hours will be taken in the same manner as the Nurse is normally scheduled to work: e.g., In 8 hour increments for 8 hour shifts, and in 12 hour increments for 12 hour shifts.

- b. PTO, as with all other time off such as absent time, must, except in unusual circumstances, be requested in writing in advance of the time off desired, and approved in writing by the Supervisor, except for an emergency or illness. Approval will be based upon the Employer's determination of its staffing needs. When time off is requested without prior approval because of an emergency or illness, a specific reason for the request is to be given and accrued PTO time must be used. A Nurse requiring time off without prior approval must call at least two (2) hours before the start of the assigned shift. If the Nurse does not notify the Employer of illness or emergency at least two (2) hours in advance for each day of absence, it shall be considered an unexcused absence. Such absences can become cause for disciplinary action. The Employer may determine that PTO may not be used for an unexcused absence. The Employer may request a doctor's certificate of illness to be documented by the treating licensed healthcare provider and/or require the Nurse to be seen by an Employer designated Physician or Nurse Practitioner if the amount of time off claimed for illness is deemed excessive by the Employer.
- c. The Employer shall use its best efforts to provide Regular Nurses rotating off the night shift to the day shift with a schedule which allows two (2) consecutive unpaid twenty-four (24) hour periods off between shifts. In the event two (2) consecutive unpaid twenty-four (24) hour periods off are not scheduled, the Regular Nurse may request, at her/his option, either Absent Days or PTO. Such scheduling and such requests shall be given preferential treatment over other PTO requests. Such requests shall not affect the Regular Nurse's rights to receive premium pay for weekends when appropriate under the terms of this Agreement.
- d. PTO or an absent day may be offered to and accepted by a Regular Nurse if such Nurse is extra on her/his respective unit and cannot in the determination of the Employer be utilized elsewhere to meet a staffing need.
- e. In units where there is prolonged low census, those Regular Nurses who have depleted their PTO will be eligible, depending on operational needs, for up to two weeks of vacation annually without pay. CRONA and Nursing Administration will mutually agree on the definition of a period of prolonged low census.
- f. PTO shall be granted to Regular Nurses having Herpes who are assigned to specialty units (Delivery Room, Nurseries), and cannot be utilized in other areas of the Employer.
- g. Nurses not allowed to work because of on-the-job exposure to a communicable disease are entitled to be compensated under the terms of the workers' compensation policy provided by the Employer for the duration of the incubation period or until such time that the Employer determines is appropriate for protecting the health and safety of the Nurse, coworkers-workers, and patients. Accrued PTO may be used during the waiting period for workers' compensation until the Regular

- Nurse becomes eligible for ESL, and may be used to supplement any such workers' compensation payments to equal the Nurse's regular earnings (at regular hourly rate of pay), after ESL has been exhausted.
- h. If a holiday falls within an orientation period and a new hire is not sufficiently oriented to be assigned work for the day, the new hire will be scheduled for PTO if desired and if sufficient PTO has been accrued. Otherwise the new hire will be scheduled off as an absent day.
 - i. Accrued PTO may be used during any waiting period for State Disability Insurance or Workers' Compensation for which ESL is not available and may be used to supplement any such disability payments during a period of disability to equal the Nurse's regular earnings (at regular hourly rate of pay) after ESL has been exhausted.
 - j. If work is not available on a holiday, the Nurse may use either PTO or Absent time.
 - k. A Nurse may make arrangements for another Nurse to work for her/him if s/he obtains the approval of their manager. The Regular Nurse must use PTO when such arrangements are made and approved.
 - l. Regular Nurses will accrue PTO hours up to five hundred twenty (520) hours. If a Nurse's PTO accrual reaches five hundred twenty (520) hours, further accrual will cease until the Nurse utilizes PTO hours and reduces the accrual to below five hundred twenty (520) hours. As an exception, if a Nurse who accrues a balance of four hundred eighty (480) hours of PTO has made three (3) or more attempts within a calendar year to schedule PTO in advance, in writing and in accordance with departmental procedures, including alternative date requests, and all of the Nurse's requests for PTO within that same calendar year were denied, then upon the Nurse's prompt request, he/she will be granted PTO in an amount equal to the greatest amount of PTO requested in any one of the previously denied requests, up to eighty (80) hours. The PTO will be granted within ninety (90) days, but at a time consistent with operational needs to the extent possible, and not during the period between December 10th and January 5th. The Nurse and his or her manager will work together to attempt to schedule PTO in a manner that accommodates the interests of both the Nurse and the Hospital.
 - m. Cash Out PTO Account. Thirty (30) days prior to implementation of the Cash Out PTO Account the Employer will distribute to Nurses a written explanation, written in a manner intended to be readily understandable, of the accrual cap and the Cash Out PTO Account, how they will work, how to check PTO and Cash Out PTO balances, and where to call with questions. Any Nurse who, as of the one hundred twentieth (120th) day following ratification of this Agreement, has accrued but unused PTO in an amount in excess of two hundred sixty (260) hours, will have the accrued but unused PTO hours that exceed two hundred sixty (260) hours transferred into a Cash Out PTO Account. The hours so transferred shall thereafter be paid out to the Nurse annually, on the last payday of

August, in an amount up to one hundred (100) hours until the Cash Out PTO Account has been exhausted, provided that if such amount would not be exhausted by the sixth (6th) such payment of one hundred (100) hours, the entire remaining balance will be paid out in the sixth (6th) annual payment, and the one hundred (100) hour limit shall not apply. Payments made in lieu of paid time off will be at the Nurse's base wage rate and will not include shift differential. Whenever the regular PTO accrual account of a Nurse with a Cash Out PTO Account reaches a balance of forty (40) hours or less, PTO time from his/her PTO Cash Out Account will be transferred to his/her regular PTO account in an amount equal to eighty (80) hours, or equal to the entire Cash Out PTO Account balance if said balance is less than eighty (80) hours. Once the PTO is transferred from the Cash Out PTO Account to the Nurse's regular PTO account the PTO hours are available for any purpose for which PTO may or must be utilized. Such transfers of PTO from the Nurse's Cash Out PTO Account will not reduce the amount of the annual cash out except to the extent that utilization of PTO from the Cash Out PTO Account reduces the balance to below one hundred (100) hours. The Nurse's Cash Out PTO balance will be shown separately from the Nurse's regular PTO accrual balance on e-Connect, and the Employer will advise the Nurse of the annual Cash Out payment in advance of the actual payment.

- n. Voluntary PTO Cash Out. During the annual benefit open enrollment period (typically held in November), a Nurse who as of the beginning of the payroll period immediately before the start of the open enrollment period has four hundred forty (440) hours or more of accrued but unused PTO in his/her regular PTO Accrual Account, and no accrued but unused hours in a Cash Out PTO Account, may pre-elect to receive payment in lieu of paid time off for up to eighty (80) hours of PTO to be accrued in the following calendar year, which cash out payment will be made in November of the following calendar year. In order to receive such payment in lieu of paid time off, the Nurse must have the accrued but unused PTO necessary to cover the payment at the time the payment is to be made. If the Nurse does not have enough accrued but unused PTO at the time the payment is to be made, the Nurse will be paid for such portion of the elected amount as his/her accrued but unused PTO will cover, if any. Payments made in lieu of paid time off will be at the Nurse's base wage rate and will not include shift differential. The Employer will notify the Nurse that the payment has been made.
- o. A Nurse changing her/his status from Regular to Relief will receive an immediate cash-out of all PTO hours accrued at her/his hourly base wage rate, in his/her PTO Account, and in his/her Cashout PTO Account, if applicable (not including any shift differential or relief per diem).
- p. Vacation. The Employer will make a good faith effort to grant each Nurse at least two (2) consecutive weeks of vacation, if requested, without requiring the Nurse to find coverage.

9.1.5 Holidays. The following holidays are built-in components of the PTO accrual rates: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

9.1.6 Upon termination from the Employer, a Nurse will receive a cash-out of all accrued but unused PTO hours from the employee's regular PTO accrual account and from his/her Cash Out PTO Account, if applicable, at the Nurse's current base hourly wage rate, not including any shift differential rate.

9.2 Extended Sick Leave (ESL).

9.2.1 Purpose and Rate of Pay. Extended sick leave compensates Regular Nurses in the case of an extended illness or injury, and is utilized beginning the fourth (4th) consecutive day of absence due to illness or injury, or from the first (1st) day if the employee is hospitalized on that day. A Nurse may not take unpaid time off for any absence for which ESL is intended, if the employee has accumulated ESL available, Nurses with anticipated or realized six (6) months of assignment to an evening or night shift in a calendar year will receive shift differential for ESL hours used when the Nurse is scheduled to work a shift for which a differential is paid at the time the ESL hours are used.

9.2.2 Eligibility. All Regular Nurses are eligible to accumulate ESL.

9.2.3 Accumulation of ESL. Effective the beginning of the pay period following ratification of this Agreement, Nurses will begin accumulating ESL hours for use in the case of extended illness or injury. Nurses will accumulate ESL at the rate of .0116 hours per hour worked (the equivalent of 24 hours per year for a full-time employee). ESL will be accumulated on the basis of productive hours worked, including overtime, on PTO and ESL hours taken, and for paid jury duty and paid bereavement leave hours, to a combined maximum of eighty (80) such hours in a biweekly pay period. There is no limit on the accumulation of ESL.

9.2.4 Use of ESL. ESL must be used for any absence for which its use is intended, until exhausted. ESL hours for a full day's absence will be taken in the same manner as the Nurse is normally scheduled to work (e.g. in 8 hour increments for 8 hour shifts, in 12 hour increments for 12 hour shifts, etc.) and will include applicable shift differential.

a. A Nurse changing status from Regular to Relief status will lose all accumulated but unused ESL.

b. Accumulated but unused ESL is not paid out upon a Nurse's termination of employment.

9.2.5 Integration of ESL. In cases where a Nurse is receiving disability benefit payments, ESL will be integrated (e.g. SDI Workers' Compensation or Supplemental Short Term Disability). To the extent disability payments do not equal the Nurse's regular wages, ESL will be used in an amount equal to, but not exceeding, the Nurse's scheduled hours at his/her straight time hourly rate and any shift differential to which (s)he would be entitled.

**SECTION 10
GOVERNMENT PROGRAMS**

- 10.1 State Disability Insurance (SDI). SDI provides partial income to Nurses with non- work-related illnesses or injuries who meet eligibility requirements set by the State of California. Premiums are deducted from the Nurse's salary as required by law.

Nurses who sustain work-related injuries are not covered by SDI but may be eligible for Workers' Compensation as specified in this Section.

Benefits.

- a. Benefits become payable on the eighth (8th) day of the disability. The maximum period covered is fifty-two (52) weeks.
 - b. A pregnant Nurse may be eligible for benefits for both normal and abnormal pregnancies, if she meets the eligibility requirements and her doctor certifies that she is unable to do her regular work.
 - c. Claims must be submitted directly to the California Employment Development Department.
- 10.2 Workers' Compensation. The Employer provides Workers' Compensation for Nurses sustaining on-the-job or demonstrably work-related injuries. The Employer pays the entire cost of this program. The Employer will investigate and attempt to resolve complaints regarding the mishandling of workers compensation investigations.
- 10.3 State Unemployment Insurance. Certain former Nurses may be eligible for State Unemployment Insurance. The State of California establishes requirements and determines eligibility and benefits.
- 10.4 COBRA. The Employer provides continuation of coverage of benefits as defined by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended.

**SECTION 11
EMPLOYER RETIREMENT PLAN**

11.1 The Employer Retirement Plan.

11.1.1 Retirement Plan. The Employer's Retirement Plan for eligible Nurses covered by this Agreement is described herein. It is understood that the description does not purport to recite completely the coverage, eligibility requirements, carrier or other details. In the event the Employer makes changes which include improvements for unrepresented employees in the Employer's Retirement Plan which is common to both the CRONA unit and such unrepresented employees, CRONA will be offered the opportunity to accept those changes; provided that CRONA's acceptance is given in writing and is based on the changes in their entirety.

11.1.2 The Employer will make regular deposits as set forth in 11.1.3.c. below with the Section 403(b) custodian. The Employer will make regular deposits as soon as practicable after payday, but within no more than seven (7) days, except in circumstances outside the Employer's control.

11.1.3 Terms and Conditions.

a. To be eligible to participate in the Employer Retirement Plan, a Nurse must be employed in a Regular position requiring at least forty (40) hours work per pay period with the duration of such employment expected by the Employer to exceed twelve (12) months of consecutive employment. Participation begins after twelve (12) months of continuous employment. [This change applies only to Nurses hired on or after April 1, 2007.]

b. Any Nurse who chooses to participate in the Employer's Staff Pension Plan, a defined benefit plan, during the one-time open enrollment in the first quarter of 1999, shall permanently and irrevocably continue participation in the Employer's Staff Pension Plan.

c. The Employer's total annual contribution to the retirement plan shall be five percent (5%) of the individual Regular Nurse's annual pension eligible earnings. In addition a Regular Nurse who makes a voluntary contribution on a before tax or after tax basis of one percent (1%), two percent (2%), three percent (3%) or four percent (4%) of pension eligible earnings will receive an additional matching contribution from the Employer equal to the Regular Nurse's contribution to the Employer's Retirement Plan.

~~d. Effective upon ratification of the 2016—2019 Agreement, the Employer will continue to match the voluntary contributions of Regular Nurses with at least ten (10) years of retirement eligible service as follows:~~

1. Effective the pay period beginning May 6, 2007, tThe Employer will match the voluntary contribution of a Regular Nurse with fifteen (15) years of retirement eligible service up to six (6) percent of pension-eligible earnings. Eligibility

~~will begin the pay period following the date on which the Regular Nurse reaches fifteen (15) years of retirement eligible service with ten (10) years of retirement eligible service up to five (5) percent of pension-eligible earnings.~~

2. ~~Effective at the start of the payroll period after June 6, 2011, the~~The Employer will match the voluntary contribution of a Regular Nurse ~~with fifteen (15) years of retirement eligible service up to six (6) percent of pension-eligible earnings. Eligibility will begin the pay period following the date on which the Regular Nurse reaches fifteen (15) years of retirement eligible service with ten (10) years of retirement eligible service up to five (5) percent of pension-eligible earnings.~~

~~Effective at the start of the payroll period after January 1, 2017, the Employer will match the voluntary contribution of an eligible Regular Nurse with at least five (5) years of retirement eligible service as follows:~~

1. ~~Effective January 1, 2017, the~~The Employer will match the voluntary contribution of a Regular Nurse with between five (5) and ten (10) years of retirement eligible service up to five (5) percent of pension-eligible earnings, and the.
- 2.3. ~~The~~ Employer will match the voluntary contribution of an ~~eligible~~ Regular Nurse with ten (10) or more years of retirement eligible service up to seven (7) percent of pension-eligible earnings.

f.d. Nurses in Relief status C shall be eligible for the five percent (5%) Employer contribution only, provided they satisfy the eligibility requirement of one (1) year of employment in which they work at least one thousand (1000) hours. After the Nurse has satisfied the eligibility requirement for each subsequent calendar year in which the Nurse works at least one thousand (1000) hours, and provided the Nurse is employed on the last day of the calendar year, the Employer will make the required contribution in April of the following year. The one (1) year eligibility requirement shall be waived for Relief C Nurses who are employed on the date of ratification of the 2010-2013 Agreement, nor shall it apply to a Nurse who changes from Regular status to Relief status C, provided that Nurse has been employed for one (1) year prior to conversion to relief status.

g.e. Pension eligible earnings include all earnings at the Nurse's regular hourly rate including evening and night shift differential and the straight time portion of overtime and double time, but does not include any other allowances or premiums or differentials.

- 11.1.4 A Regular Nurse, or Relief Nurse C who changes to Limited Relief Nurse, or Relief A or Relief B, will not be eligible to participate in the Stanford Health

Care Retirement Plan after the end of the pay period in which her/his status changes.

- 11.2 Tax-Deferred Annuity Program. The Employer provides the opportunity for all Nurses covered by this Agreement to contribute up to the allowable limit of earnings to the Employer's Tax-Deferred Annuity Plan, under IRS Regulation 403(b).

SECTION 12
PRE-PLACEMENT AND ANNUAL PHYSICAL EXAMINATIONS

- 12.1 Pre-placement and Annual Physical Examinations. All Nurses must be cleared by an Employer designated Physician or Nurse Practitioner before being scheduled to work at the Employer. The examination will include those elements which the Physician or Nurse Practitioner determines are appropriate in evaluating a Nurse's health relative to employment by the Employer, e.g., personal and family medical history, an examination, laboratory studies, immunizations and other relevant procedures. At the end of one (1) year of continuous employment and annually thereafter, a Nurse may obtain a physical examination by an Employer designated Physician or Nurse Practitioner without cost to the Nurse. The examination will include those elements which the Employer determines are appropriate in evaluating a Nurse's health relative to continued employment by the Employer.

**SECTION 13
EDUCATIONAL ASSISTANCE AND PROFESSIONAL ENRICHMENT**

13.1 Purpose.

- 13.1.1 To encourage and assist eligible Nurses in increasing their effectiveness in performing the duties of their present jobs and to increase their knowledge and effectiveness as Registered Nurses at the Employer.
- 13.1.2 To recognize and support according to the terms set forth below the ongoing need for continuing education for many Nurses as part of maintaining licensure or certification required by the Employer.

13.2 Eligibility.

- 13.2.1 Regular full-time and part-time Nurses and "C" Relief Status Nurses who have completed their trial period are eligible to participate in this program. Nurses on leave of absence are not authorized to take any training or class and will not receive pay for time they spend attending any such training or class and are not eligible for expense reimbursement under this section. A Nurse must maintain an eligible status throughout the entire course(s) or reimbursement will not be granted.
- 13.2.2 Nurses who have not completed the eligibility requirements set forth above may, at the Employer's sole discretion, receive a maximum of one-half of educational reimbursement during the trial period.
- 13.2.3 Nurses who have completed the eligibility requirements set forth above and who are granted an educational leave pursuant to Section 18 of this Agreement will continue to be eligible for reimbursement under the terms of this program so long as the Nurse maintains at least a "C" commitment.

13.3 Reimbursement.

- 13.3.1 The Employer will pay tuition for courses taken for credit (including Home Study), certification exams and certification renewals completed by eligible Nurses according to the Program, Course and/or Exam qualifications and reimbursement procedures in the Employer's Reimbursement Policy. Individuals must show proof of purchase, registration, attendance or completion of courses to receive reimbursement within ninety (90) calendar days of the final date of the course(s). Failure to submit paperwork before the defined time limit will result in non-reimbursement. If extenuating circumstances occur which are determined to be beyond the Nurse's control, e.g., grade record or canceled check has not been returned, the Center for Nursing Excellence must be informed in writing before the end of the ninety (90) calendar day limit.
- 13.3.2 Reimbursement Section. The dollar maximum is Two Thousand Dollars (\$2000.00) per academic year (the end of the pay period immediately before September 1 through the end of the pay period immediately before August 31)

for eligible full-time Regular Nurses and pro-rated amounts of that maximum for eligible part-time Regular and Relief Nurses.

- a. Educational reimbursement may cover Continuing Education Course Tuition (includes cost of CE credit for ACLS, Chemo certification and Trauma CEUs, AR, PALS and NRP, tuition for PALS and NRP outside LPCH, and Lane Library privileges); fees for professional certification and renewals; membership in a professional Nursing organization, Nursing Research Projects at LPCH through LPCH Nursing research; travel, lodging for out-of-area professional conferences; professional journals, books, software and audio-visual materials.
- b. The Employer will respond to a Nurse's request for reimbursement or prior approval of expenses under this ~~s~~Section within thirty (30) days of receipt of the request; and, if the request is denied, the Employer's response will inform the Nurse of the position of the person who made the decision and the reason(s) why the request was denied.

13.4 LPCH Course Tuition Waiver. The Employer will waive course tuition costs (but not CE credit costs) for PALS and NRP at the Employer, as available. Regular Nurses or "C" Relief Nurses who are actively working at the Employer are eligible for this tuition waiver. The Employer will determine, in its sole discretion, the timing and frequency of NRP or PALS courses, and the number of places available in the course for the Employer's employees.

13.5 Paid Educational Hours.

13.5.1 a. A full-time Regular Nurse shall be entitled to forty (40) hours with pay each academic year (the end of the pay period immediately before September 1 through the end of the pay period immediately before August 31) to attend qualified programs and courses. Eligible Regular part-time Nurses will be entitled to educational hours on a pro rata basis. Relief Nurses will be entitled to educational hours on an annual basis as follows: "A" 8 hours; "B" 8 hours; "C" 16 hours.

b. Mandatory hours of on-call will accrue tuition reimbursement dollars and education hours at 1/2 time. These mandatory on-call hours count towards total commitment for purposes of calculating tuition reimbursement and education hours only. (For example, 24 hours of mandatory on-call equals 12 hours counted toward commitment.)

13.5.2 Procedure.

- a. The Employer shall schedule educational hours in accordance with scheduled work and staffing assignments.
- b. The decision to approve or deny a request for educational time off is within the sole discretion of the Employer, but time off will not be denied unreasonably.

- c. At, its sole discretion, the Employer may grant educational hours over the Nurse's commitment for actual hours spent attending a course and in no case greater than an eight hour block of time.

13.5.3 Home Study. Education time may be granted for home study courses according to the following procedure:

- a. The eligible Nurse has received pre-approval for the home study course according to the procedures outlined in this Agreement.
- b. Upon providing proof of successful completion of the home study course to the Manager, the eligible Nurse will be eligible for paid education time according to the terms of Section 13.5.2.c.
- c. Education time for home study courses will be provided at the ratio of one (1) hour per one (1) credit earned.
- d. All procedures for approval and reimbursement for education time for home study courses will be in compliance with applicable procedures of this Agreement.

13.5.4 Yearly Basis. Each eligible Nurse shall be eligible for educational hours as provided in this Section on the basis of the Employer's fiscal year, which is the period from September 1 - August 31.

13.5.5 No Accumulation. Educational hours not used in a particular year may not be accumulated for use in the following year, except that, if educational hours have been denied in a particular year, then up to sixteen (16) hours may be carried over to the following year.

13.6 Educational Training and Classes Required by the Employer.

- a. The Employer will pay all Nurses (including Nurses not eligible to participate in the Educational Assistance and Professional Enrichment program) for the time spent and expenses incurred by the Nurse on educational training and classes that are required by the Employer, in accordance with applicable law and subject to advance approval of the Nurse's manager.
 - (1) Notwithstanding the foregoing, the Employer will not pay the costs of fees, materials, and other expenses for any Nurse if the training and classes and related materials are available from or through the Employer or Stanford Hospital & Clinics but the Nurse takes the training or class elsewhere, unless the Nurse schedules to take the training or class pursuant to sub-paragraph (b) below.
 - (2) As provided above in Section 13.2.1, the Employer will not pay a Nurse for time spent attending Employer-required training and classes while on a leave of absence. If a Nurse has been released to return from an approved leave of absence but must complete required training or a class before being permitted to

return to work, the Nurse's return to work date shall be scheduled by the Manager to occur on the first day that the Nurse is able to attend a scheduled session of the missing required training or class.

- b. Educational training and classes required and provided by the Employer (including Skills Fair), will be charged against an eligible Nurse's educational hours if CE credits are provided and the Nurse elects to receive such credits, but a Nurse's educational hours will not be charged for Employer required training and classes if the Employer requires the Nurse to accept CE credit.
- c. All other training and classes offered but not required by the Employer and taken by a Nurse, will be charged against the eligible Nurse's educational hours if the Nurse elects to receive pay.

13.7 Payment for Educational Hours.

- 13.7.1 Nurses who take educational training and classes required by the Employer will receive shift differentials based upon the time of day the required training or class (s)he attends takes place. Nurses who take training and classes not required by the Employer shall be paid the Nurse's base hourly rate, without overtime premium or differentials, if the Nurse elects to receive pay. Educational hours will continue to be granted on an eight (8) hour basis for Nurses working ten (10) or twelve (12) hour shift patterns.
- 13.7.2 If an eligible Nurse requests and receives approval for an educational program taking less than the Nurse's full shift, the Nurse may take the remaining hours of the shift as PTO or absent time.
- 13.7.3 Subject to Section 13.7.2, above, if an eligible night shift Nurse requests permission to attend an educational program which would otherwise qualify under the educational hours and pay provisions provided herein, but which falls entirely outside the Nurse's regularly scheduled night shift, the Employer shall make a good faith effort to schedule the educational hours in lieu of the Nurse's night shift immediately preceding the program.

SECTION 14 RELIEF NURSE PROGRAM

- 14.1 Summary of Responsibilities. The purpose of Relief Staff is to provide additional staff to supplement regular staff for census and acuity fluctuations, or for regular staffing fluctuations, so that quality patient care can be maintained. The Relief Nurse may be designated to act as Charge Nurse and is responsible for the delivery of coordinated nursing care for a patient or a group of patients within a specified patient care unit. The Relief Nurse is expected to perform according to the assigned unit's Clinical Performance Criteria for Nurses.
- 14.2 New Hires. All newly hired Relief Nurses will serve a trial period. After completion of no more than three (3) months of employment, the Employer will give the Relief Nurse an evaluation in writing if s/he is having difficulty in meeting expectations. This provision does not limit in any way the right of the Employer to terminate a Relief Nurse without cause during the trial period; nor does it give rise to any claim concerning such termination under the Grievance and Arbitration provision. For Limited, "A" and "B" Relief Nurses (as defined in Section 14.4.4), the trial period shall commence on the first day of employment and extend until the date the Relief Nurse has actually worked one thousand (1,000) hours or twelve (12) months of employment provided the trial period shall in no case be less than six (6) months of employment. The trial period for "C" Relief Nurses shall be six (6) months. During the trial period a Relief Nurse may be terminated at any time at the Employer's sole discretion and the Employer's discretion shall not be subject to review under any provisions of this Agreement.
- 14.3 Qualifications for Employment.
- 14.3.1 At the option of the Employer a newly hired Relief Nurse may be required to attend and satisfactorily complete orientation programs to qualify to be placed on the Relief Nurse availability list.
- 14.3.2 The Employer will determine appropriate step placement for new hires based upon its assessment of the Relief Nurse's experience and education.
- 14.4 Movement from and to Regular Nurse Employment.
- 14.4.1 A request to move from Regular Nurse status to Relief Nurse status may be made after successful completion of the trial period. Any request must be approved by nursing management. Evaluation of performance must be completed before the request is considered.
- 14.4.2 Regular Clinical Nurse IIs approved to move to Relief Nurse status without interruption of employment will retain their Clinical Nurse II status. In the event a Clinical Nurse III or IV requests and is approved to move to Relief Nurse status, the Clinical Nurse III or IV will retain his/her Clinical Nurse status if the Clinical Nurse continues to meet the eligibility criteria of the PNDP. Otherwise, the Nurse will be converted to Clinical Nurse II and placed on the same step on the Clinical Nurse II salary scale.

- 14.4.3 Relief Nurses who apply and are moved into full-time or part-time Regular Nurse status without interruption of employment will retain their Relief Nurse level and step.
- 14.4.4 Movement from Regular to Relief Nurse status does not affect Adjusted Hire Date. However, an "A" Relief Nurse or Limited Relief (who has not previously been a Staff or "B" or "C" Relief Nurse) shall have the date of movement to Regular Nurse status, or to "B" or "C" Relief status, as her/his Adjusted Hire Date.
- 14.4.5 In applying for posted vacant positions, Relief Nurses shall accrue and use seniority pursuant to Section 22.
- 14.5 Rehires – Relief Nurses.
 - 14.5.1 If rehired into the same or similar unit or area at the same commitment previously held and maintained within twelve (12) months of resignation, the Relief Nurse is placed at the Relief Clinical Nurse II step that had been attained at the time of resignation. In the case of the rehiring of a Nurse who had been employed as a Clinical Nurse III or IV, the Nurse shall be rehired as a Clinical Nurse II and the Nurse may reapply for Clinical Nurse III or IV status at the next available application period. If hiring into a different unit or area the Relief Nurse will be treated as a new hire.
 - 14.5.2 If rehired after twelve (12) months from resignation, the Relief Nurse will be considered as a new hire. The Employer will evaluate any intervening employment to determine appropriate step placement.
- 14.6 Transfers to Different Units or Areas. Relief Nurses are not eligible for transfer during the trial period of employment. If a Relief Clinical Nurse III or IV requests and receives a transfer, Section ~~XV~~ of the Professional Nurse Development Program will apply.
- 14.7 Movement to Regular Nurse Employment During the Trial Period. Trial period Relief Nurses who apply and are hired into Regular full-time or part-time Clinical Nurse status without interruption of employment retain their Relief Nurse level and step but will be required to serve the trial period specified in Section 6.1 of this Agreement.
- 14.8 Relief Nurses who have successfully completed the Relief Nurse trial period and apply and are hired into Regular full-time or part-time Clinical Nurse II status without interruption of employment will retain their Relief Nurse step. In the event a Relief Clinical Nurse III or IV requests and is approved to move to Regular Nurse status, the Relief Clinical Nurse III or IV will retain his/her Clinical Nurse status if the Clinical Nurse continues to meet the eligibility criteria of the PNDP. Otherwise, the Nurse will be converted to Clinical Nurse II and placed on the same step on the Clinical Nurse II salary scale.
- 14.9 Reclassifications of Relief Clinical Nurses. Voluntary and involuntary reclassification shall be the same as for Regular Clinical Nurses (Section 6.3).
- 14.10 Performance Evaluation. Relief Nurses will be evaluated every twelve (12) months. In so far as practicable the Relief Nurse's review date will coincide with the Relief Nurse's

original date of hire. The performance evaluation process for Relief Nurses will be the same as for Regular Nurses.

14.11 Employment Commitment and Status.

- 14.11.1 a. Relief Nurses will be hired or transferred into one of the following categories: Limited Relief; "A" Relief; "B" Relief; or "C" Relief, as detailed below. Relief Nurses are required to make a written commitment of availability (as defined below), including an agreed evening and night shift commitment.
- b. Upon hire or transfer into a Relief position, a new Relief Nurse will be required to agree to work at least one-third (1/3) the applicable commitment on evening or night shifts, when needed.
- c. Failure of a Relief Nurse to keep her/his commitment may result in a corrective action notice and compliance will be expected for the next schedule period. Repeated noncompliance may result in termination.

Classifications	Weekend Commitment
"Limited" – Minimum 24 shifts per 12 month period commencing with Relief Nurse review date.	Minimum of six (6) weekend shifts per 12 month period commencing with Relief Nurse review date.
"A" – Minimum of 16 hours per 80 hour pay period.	Two (2) weekend shifts per 4 week schedule period.
"B" – Minimum of 24 hours per 80 hour pay period.	Two (2) weekend shifts per 4 week schedule period.
"C" – Minimum of 40 hours per 80 hour pay period.	Four (4) weekend shifts per 4 week schedule period.

- d. Section 19, Winter Holiday shall apply to Relief Nurses. However:
- For any Nurse hired on or after April 1, 1994, and entering a Relief Nurse position, winter holidays will rotate from year to year.
 - For Relief Nurses, in the following units, F1, F2, WB Nsy, L&D, winter holidays will rotate from year to year, unless they were employed as a Relief Nurse on those units on September 30, 1997.
- e. For purposes of meeting weekend commitments all required weekends must be worked or made up within a four-week period.
- f. Limited Relief Nurses who work only on a specific unit must meet a commitment arranged with the unit's Nurse Manager and approved by the Department of Nursing.

14.11.2 Weekend shifts are as defined in Section 16.1. PACU/Teleservice/Clinic Nurses shall be subject to all provisions set forth in this section with the exception of those provisions specifying weekend commitment. The weekend commitment required of such Nurses will be based on the department needs.

However, the aforementioned Nurses shall not be required to work weekends beyond the levels established in Section 14.11.1 above.

14.12 Compensation and Benefits.

- 14.12.1 Relief Nurses will be paid in accordance with the salary schedules set forth in Section 7.1 of this Agreement on an all hours worked basis. Relief Nurses shall be eligible for progression to the next salary step upon the accumulation of one thousand (1000) hours of work, provided (a) no Relief Nurse shall advance more than one (1) step during the twelve (12) month period commencing with the date of employment or the date of the Relief Nurse's most recent step advancement, and (b) the accumulation of one thousand (1000) hours is accomplished in no more than four (4) years from the date of assignment to the Relief Nurse's current step. If a Relief Nurse does not work at least one thousand (1000) hours in such four (4) year period, the Relief Nurse will remain in the same step and must commence a new accumulation of the one thousand (1000) hours toward step advancement. In addition to meeting the requirements for Step 7, advancement to Step 8 requires one thousand (1,000) hours of work within the four (4) year period since advancement to Step 7 and one (1) year of continuous service since advancement to Step 7.
- 14.12.2 Relief Nurses who work on any of the holidays enumerated in Section 7.9 shall be compensated at 1 1/2 times the Nurse's regular hourly rate of pay.
- 14.12.3 Relief Nurses shall be paid overtime in accordance with section 7.6.
- 14.12.4 Shift differential is paid to Relief Nurses pursuant to Section 7.5.3 of this Agreement.
- 14.12.5 Effective on May 22, 2016, Relief Nurses in the C classification will receive an additional Seven Dollars and Fifty Cents (\$7.50) per hour added to the Relief Nurse's hourly base wage rate. Effective on May 22, 2016, Relief Nurses in the Limited, A, and B classifications will receive an additional Ten Dollars (\$10.00) per hour added to the Relief Nurse's hourly base wage rate.
- 14.12.6 Relief Nurses are not eligible for the Employer Group Insurance Program (Health, Dental, Vision, Life, Long Term Disability, and Flexible Spending Program) with the exception of those Relief Nurses who are employed at a "C" commitment, and who continue to maintain that commitment. "B" commitment Relief Nurses have the option to purchase any or all at group discount rates.

14.13 Scheduling.

- 14.13.1 The Employer has no obligation to call Relief Nurses according to their availability commitments or areas of preference. However, Relief Nurses will be called and assigned to areas according to stated availability and individual preference whenever possible. Relief Nurses must be available by telephone or answering machine up to one hour before the start of the scheduled shift, so that they can be contacted when the Employer must cancel prescheduled

shifts. Relief Nurses who report to work because they were unavailable by telephone will not be eligible for report time pay.

14.13.2 The Employer will determine unit scheduling procedures which, in its judgment, best serve this purpose. Shifts may be scheduled in 4, 6, 8, 10 or 12 hour blocks. A Relief Nurse who is scheduled to work is expected to work unless canceled by the Employer. Failure of a prescheduled Relief Nurse to work will be considered a failure to keep commitment under paragraph 10.11 above.

14.13.3 The following process will be used to schedule relief, the goal being to utilize the relief staff to supplement the regular staff.

- a. The Employer will establish minimum and maximum staffing levels for each nursing unit.
- b. Prior to the cut-off date for scheduling shifts, the Relief Nurse shall provide to the Nurse manager a written schedule of available shifts at least equivalent to their minimum commitment.

Availability does not meet commitment, only working does, unless minimum staffing levels have been attained on all shifts or the Employer cancels a prescheduled shift.

- c. Patient Care Managers shall schedule Regular Nurses before scheduling Relief Nurses.
- d. Relief Nurses will be scheduled in any remaining shifts which are below maximum staffing levels, according to their listed availability, prior to the posting of the schedule. Other shifts on which additional staffing is needed will be offered to Relief Nurses after the schedule is posted. Relief Nurses will not be prescheduled, and will not receive credit towards their commitment by listing themselves as available, on shifts that exceed maximum staffing levels.
- e. Relief Nurses may not change availability/prescheduling without nursing management approval.

14.13.4 Since staffing needs change unexpectedly, a Relief Nurse may be requested to work on short notice. If prescheduled, cancellation of service by the Employer will be made at the earliest possible time. To the extent practicable each unit shall attempt to cancel Relief Nurses in inverse order of relief commitment.

14.13.5 Relief Nurses called for duty after the beginning of a shift have the option of working a full eight (8) hour period, or may leave at the end of the shift and be paid only for hours worked.

14.13.6 Definite confirmation of work must be made by the Patient Care Manager on the schedule, or by the Staffing Office or authorized Unit Charge Nurse before the Nurse reports to work. If the staffing needs change after the Relief Nurse reports to work for a specific area, and no alternate assignment can be made,

she or he is reimbursed for a minimum of four hours. Relief Nurses sent home because of health problems will be reimbursed for the time worked only.

- 14.13.7 A newly hired Relief Nurse (does not include moves from Regular Nurse) must work three hundred fifty (350) hours to be eligible for "off-call" as defined in this subsection. The three hundred fifty (350) hours worked must include meeting the appropriate holiday and weekend commitments as specified above. An eligible Relief Nurse may request up to a total of 8 weeks off ("off-call") with a limit of 4 weeks during the period from June 1-September 30 and 1 week during the period of November 15 to January 15. "Off-call" will be considered only applicable to requested periods comprising at least (7) seven consecutive days and when the Nurse's commitment is not met in that pay period. "C" Relief Nurses on an "off-call" period of four weeks or more will be ineligible for Employer-paid benefits during the "off-call" period, but may pay the required premium if they wish to maintain continuous group coverage for themselves, their spouse and dependents. The "off call" period is defined yearly from January 1, to December 31. Failure of Relief Nurses to meet the commitments of "off call" requirements may result in termination of their services.
- 14.13.8 Relief Nurses are eligible for medical, military and family care leaves of absence. Time off on leave of absence will count against any available "off call" time. At the end of the period of verified disability, military duty or family care need, the Relief Nurse is eligible to return at the same commitment and Relief Nurse level held prior to the leave.
- 14.13.9 A "C" Relief Nurse called for Jury Duty or a legal appearance on behalf of the Employer as defined in Section 20 of this Agreement will be compensated at her/his regular hourly rate of pay for time spent on Jury Duty of two (2) weeks or less, or legal appearances on behalf of the Employer, for all hours the Relief Nurse is actually scheduled to work (as opposed to providing availability). The Relief Nurse must notify her/his supervisor immediately upon receipt of the summons so that arrangements may be made for the absence. Proof of completion of time spent on Jury Duty must be submitted to the supervisor to ensure proper pay. Jury payments received are kept by the Relief Nurse.

SECTION 15 TEMPORARY REASSIGNMENTS/FLOATING

CRONA recognizes the Employer's right to temporarily reassign/float Nurses. Floating/reassignment will be based on nursing management's assessment of the individual Nurse's competence and skills including but not limited to such factors as experience, education and specialty and cross-training opportunities. In making this assessment the supervisor will seek input from the Nurse. Except in unforeseeable circumstances of critical patient care needs, the Employer will not float a Nurse outside her/his designated region unless s/he has been cross-trained to the unit, or has volunteered to do so. Such assignment shall be consistent with nursing supervision's assessment of the individual Nurse's competence and skills. Nurses who float are expected to fully exercise their knowledge, skills, and abilities in performing the work assigned. The Nurse will not be required to perform without assistance any patient care skills which exceed her/his scope of practice. If the Nurse asserts in good faith that s/he is not qualified to handle the assignment, s/he may request that the assignment be continued only until a qualified Nurse is available and assigned. The Employer will make reasonable efforts to

identify a qualified Nurse for the assignment, or to provide guidance, training or modification of the assignment if the Employer determines such assistance is warranted. If a qualified Nurse is available and assigned, the floating Nurse may be excused from the remainder of the assignment and given absent time, PTO or an assignment in another area.

Before changing the open or closed status of a unit, the Employer will notify CRONA and the affected Nurses and hold meetings through the Nurse Practice Committee no later than one (1) month before the suggested implementation.

- 15.1 Open Staffing Units. Staff assigned to units requiring similar clinical skills will float as needed to units within the same region. In times of low census and mandatory absent days, a Nurse will be offered work which the Employer determines is clinically appropriate for that Nurse, if available, elsewhere at the Employer.
- 15.2 Closed Staff Units. Staff assigned to units where clinical skills differ from other units within the Employer will be expected to assist in meeting their own unit's staffing needs, e.g., change schedule or work over service commitment and will not be expected to float. In times of low census and mandatory absent days, a Nurse will be offered work which the Employer determines is clinically appropriate for that Nurse, if available, elsewhere at the Employer.
- 15.3 Policy on Selection for Mandatory Floating (Open Staffing Units). Where competence and skills of Nurses available for a mandatory float assignment are assessed by nursing supervision as providing equivalent qualifications for the assignment, seniority and the number of previous float assignments in the current calendar quarter (three (3) schedule periods) will be factored into the selection of the Nurse for the assignment. Mandatory floating will not be used to cover for voluntary time off in another unit. Staff will be floated in accordance with the floating policies developed by the Nurse Practice Committee.

Before changing this Policy, the Employer will present the proposed changes to the LPCH Nursing Practice Committee for consultation as to any recommendations for changes.

A Nurse who successfully completes a cross-training program for a unit outside her/his designated float region must float to that unit. That additional competence and flexibility will be credited in her/his performance evaluation for the year.

- 15.4 Floating to Different Work Locations.
 - 15.4.1 When the Employer floats a Nurse who is regularly assigned to a location or locations to another location to which the Nurse is not regularly assigned to work on the day in question, the Employer must seek volunteers and will make every effort to provide a minimum of two (2) hours notice.
 - 15.4.2 For Nurses who are regularly assigned to work at the main medical center campus and are floated to work at a different location, the Employer will reimburse bridge tolls and mileage at the IRS rate based on the distance from the medical center to the location to which the Nurse has been floated and back. For Nurses who are

regularly assigned to work at a location or locations other than the main medical center campus, and who work at more than one location during a shift, the Employer will reimburse bridge tolls and mileage incurred in traveling between the locations during the shift as provided by applicable law.

- 15.4.3 Except in cases of critical staffing shortages, as determined by the Employer, a Nurse shall not be floated to a different work location more than one time per shift and will not be required to return to the original location within that shift.
- 15.4.4 Nurses assigned to locations other than the main medical center campus may be assigned to multiple locations. Such Nurses who travel to or between regularly assigned locations are not deemed to be “floating” for purposes of this Section, unless a Nurse is assigned to travel to such a location on a day on which, or at a time at which, the Nurse was not otherwise scheduled to work at that location. Nurses may be entitled to paid travel time and reimbursement for mileage, pursuant to applicable law.
- 15.4.5 For the purposes of this section:
 - a. The main medical center campus shall be considered to be one work location; and
 - b. Nurses assigned to the float pool shall be considered –to be assigned to the main medical center campus, except for those float pool Nurses who have been assigned by the Employer in writing to another work location on a regular and ongoing basis.

SECTION 16 WEEKEND STAFFING

- 16.1 Weekend Defined. A weekend is defined as Saturday and Sunday for the day and evening tours of duty. Shifts beginning Friday and Saturday, or Saturday and Sunday, as designated in writing by the Patient Care Manager will be considered a weekend for the night tour of duty. If effective scheduling permits, the Patient Care Manager will consider Friday and Sunday night shifts as a weekend commitment. The Patient Care Manager will attempt to accommodate the preferences of the individual Nurse, to the extent effective scheduling permits. All such designations will remain in effect for a period of one (1) year.
- 16.2 Guarantee of Weekends Off. The Employer will grant each Full Time and Part Time Regular Nurse every other weekend off. If the Nurse requests alternative weekend scheduling, the request will be granted to the extent effective scheduling permits. If the Employer requires a Regular Nurse to perform any work on more than two (2) consecutive weekends in any schedule period, the Regular Nurse will receive premium pay of one and one-half (1-1/2) times the Regular Nurse's hourly base wage for all hours worked (including overtime hours) on the third (3rd) consecutive weekend, and each successive required weekend shift until the Employer offers the Nurse a full designated weekend off. A Nurse who desires to work a schedule of weekend shifts that would otherwise require premium pay, may waive in writing the provisions of this subsection.
- 16.3 Exceptions.
- 16.3.1 In the event of a major catastrophe, the Employer may temporarily suspend scheduling agreements, including weekends off.
- 16.3.2 A Nurse may voluntarily trade weekends with another Nurse with the written consent of the Patient Care Director or Patient Care Manager. A Nurse making such a trade will not be entitled to the premium pay for consecutive weekend shifts for that weekend work.
- 16.3.3 The Employer will use its best efforts to grant each Regular Nurse with 20 years' seniority (based on Seniority Date) every weekend off, to the extent operationally feasible to meet minimum staffing needs. To the extent additional weekends off become available, the request shall be granted to Regular Nurses by seniority, on a rotating basis per schedule period.
- 16.3.4 Regular Nurses who request and receive approval to be scheduled in a manner that would result in premium pay for working weekends under 12.2. above or who request and receive approval to be scheduled weekdays off in lieu of a weekend off during a work week will not be eligible for premium pay under this Section.

**SECTION 17
SHIFTS AND SHIFT ROTATION - REGULAR NURSES**

The final determination of appropriate shifts is one of the rights reserved to the Employer as defined in Section 35 of this Agreement. CRONA recognizes that the Employer has the right to determine a variety of appropriate shifts according to the operational and budgetary needs of the Employer. (See attached Appendix on 8/12 hour shift mixes.)

- 17.1 Shift Rotation. Any Regular Nurse assigned to rotating shifts who is scheduled, unless by her/his request to work within eight (8) hours after the end of a scheduled shift shall be paid at overtime rates for the entire second shift.
- 17.2 Regular Shifts. Regular shifts at the Employer may consist of four (4), six (6), eight (8), ten (10), or twelve (12) consecutive hour periods worked between specific starting and ending times established by the Employer.
- 17.3 Breaks. The Employer provides paid breaks and unpaid meal breaks as follows:

Shift	Breaks
Four (4) – six (6) hours	One (1) paid 15-minute break
Eight (8) – ten (10) hours	Two (2) paid 15-minute breaks; one (1) unpaid 30-minute meal break
Twelve (12) hours	Three (3) paid 15-minute breaks; one (1) unpaid 30-minute meal break

- 17.4 Selection. Seniority shall be considered with existing qualifications and abilities, patient care needs and staffing requirements for the purpose of selecting Regular Nurses within the unit for shift rotations.
- 17.5 Breaks at Rotations Off Night Shift. The Employer shall use its best efforts to provide Regular Nurses rotating off the night shift to the day shift with a schedule which allows two consecutive unpaid twenty-four (24) hour periods off between shifts.
- 17.6 New Twelve (12) Hour Shift Patterns. Before implementing new twelve (12) hour shift staffing patterns (includes new twelve/eight (12/8) hour patterns) on units where prior to the execution date of this Agreement other patterns were in effect, the Employer will follow the following procedures:
 - 17.6.1 Nursing Management and CRONA will agree upon a date for a meeting of all regular full- and part-time Regular Nurses on the affected unit to discuss the implementation of a twelve (12) hour staffing pattern for those Nurses. A representative of CRONA will be invited to attend and participate in the discussion.
 - 17.6.2 Nursing Management and CRONA will agree upon a time for a secret ballot vote by all full-and part-time Regular Nurses on the affected unit, and on the wording of the ballot. A representative of CRONA will be present to assist in the vote tally. A sixty six and two thirds percent (66 2/3%) majority of the

eligible staff who vote must vote in favor of the twelve (12) hour staffing pattern to constitute approval of the staffing plan for the affected unit.

- 17.6.3 It is understood that provision for some Regular Nurses to work less than a twelve (12) hour shift on a unit voting in favor of the twelve (12) hour plan, or to arrange placement in another unit, will be made only to the extent deemed operationally feasible by Nursing Management. If the former staffing pattern is resumed within six (6) months any Regular Nurse so displaced will be given the option to return to the unit s/he left provided a position is available.
- 17.6.4 The Employer will use its best efforts to ensure that Nurses working a twelve (12) hour schedule are not required to work more than three (3) consecutive days.
- 17.7 Twelve (12) Hour Fill Ins. Nurses may fill in and be paid as twelve (12) hour Nurses (i.e., no premium pay for time worked over 8 and under 12 hours in the work day) for periodic scheduling vacancies in twelve (12) hour shift positions.
- 17.8 End of Established Staffing Patterns. Subject to the Appendix on 8/12 Hour Staffing Mix, in the event the Employer wishes to end an established ten (10) or twelve (12) hour staffing pattern on any unit, the Employer will notify CRONA of its decision in writing at least thirty (30) days in advance and will meet with CRONA upon request to discuss the effects of the decision upon Nurses represented by CRONA.
- 17.9 Schedule Posting. Schedules shall be posted for four (4) week periods at a time. The posting shall be at least two (2) weeks before the start of the schedule period.
- 17.10 The Employer will make a good faith effort to post the Thanksgiving, Christmas and New Year's schedules at least four (4) weeks in advance.

**SECTION 18
LEAVES OF ABSENCE**

18.1 Eligibility. Regular Nurses covered by this Agreement who have successfully completed the trial period and who expect to be absent for family, personal, medical (including pregnancy related disability), military, or educational reasons are eligible to apply for a leave of absence. Requests for review of leaves of absence by trial period Regular Nurses will be considered by the Employer on a case by case basis. Granting or denying such requests shall be at the sole discretion of the Employer unless otherwise required by law and not otherwise reviewable under the terms of the Agreement. A granting of a leave to a Regular Nurse in the trial period shall be considered as an automatic extension of the trial period for the period of leave granted. If an approved leave of absence is granted for a period that is less than seven (7) days and the absence exceeds seven (7) days, a leave of absence must be requested for the time exceeding seven (7) days and, if approved, all of the time off whether paid or unpaid will be considered part of a leave of absence.

18.2 Bereavement Leave. Regular Nurses will be eligible for up to (3) working days of pay in lieu of scheduled hours in the event of a death in the Nurses' immediate family, including parents, legal guardians, spouse, children, stepchildren, grandparents, grandchildren, siblings, step siblings, step parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, and eligible domestic partner as defined in the Employer's Health Benefits Summary Plan Descriptions. Additional time off may be granted at the discretion of the Employer. Time off for deaths outside the "immediate family" may also be granted at the discretion of the Employer. If available, accumulated PTO will be used for time off.

A Relief Nurse will be entitled to seven (7) calendar days off without pay following the death of an "immediate family" member. Additional time off may be granted to the Relief Nurse at the discretion of the Employer.

Bereavement leave will be granted immediately following the death, unless funeral or memorial arrangements require other dates, which must be approved by the Nurses' manager. The Employer may require reasonable documentation of the death, and/or of the funeral or memorial arrangements requiring dates other than those immediately following the death.

A Regular Nurse will be eligible to take prescheduled vacation, even if the Nurse has insufficient PTO, if the insufficient PTO is a result of the use of PTO for bereavement, as per Section 18.2. This will apply if the insufficient PTO is a result of PTO for bereavement which occurred following the scheduling of the vacation.

18.3 Leave Categories.

18.3.1 Educational Leave.

- a. The purpose of educational leave is to grant Regular Nurses time off for the pursuit of education pertinent to her or his employment at the Employer. Job relatedness of any particular education program is to be determined by the definitions set forth in Section 13 of this Agreement.

- b. Regular Nurses who have satisfactorily completed one (1) year of regular full-time employment, or eighteen (18) months of part-time employment of at least 0.5 time, or eighteen (18) months of combined full-time and part-time employment of at least 0.5 time, are eligible to apply for educational leave.
- c. Educational leave must be approved by the Nurse's supervisor and the Vice President of Patient Care.
- d. If an educational leave of absence exceeds one-hundred eighty (180) calendar days, the Regular Nurse's hire and review dates will be adjusted forward for the entire period of unpaid time off which exceeds one-hundred eighty (180) calendar days.

18.3.2 State and Federal Family and Medical Leave. Nurses who have been employed by the Employer for at least twelve (12) months and have worked for the Employer at least twelve hundred fifty (1250) hours during the previous twelve (12) months are eligible for Family/Medical Leave in accordance with State and Federal laws. This agreement does not reduce a Nurse's, right to Family Medical Leave under applicable State and Federal law:

- birth of the employee's child;
- the placement of a child with the employee as a result of adoption or foster care;
- the care of a spouse, domestic partner, child or parent with a serious health condition;
- a serious health condition that makes the employee unable to perform her/his job.

18.3.3 Medical Leaves of Absence (excluding pregnancy related disability) . Regular Nurses who have passed the trial period who are not eligible for State and Federal Family and Medical Leave are eligible to apply for medical leave.

- a. Regular Nurses who become ill, injured, or otherwise medically incapacitated, and who expect to be absent for more than seven (7) consecutive calendar days, must request a medical leave of absence using the intake process established by the Employer and submitting required Certification of Healthcare Provider for Employee's Serious Health Condition (Family and Medical Leave Act) Form. A medical leave of absence must be requested as soon as the Nurse is aware of the need for the leave.
- b. The form must be completed in its entirety. If these dates change or if any different limitations are imposed by the physician, the Regular Nurse must furnish an updated Certification to the Employer or its designee. It is the Nurse's responsibility to inform her or his personal physician of the normal job requirements in order to assist in determining the cease-work date, work limitations, and the return-to-work date. A final return-to-work

date will be determined after review of the Return to Work Authorization on the Physician's Letter signed by the Regular Nurse's personal physician. A clearance must be obtained by the employee from Employee Health Service for work related injury and illness, or infectious disease prior to return to work. At the discretion of the employee's supervisor an authorization for return to work from Employee Health Service may be required for other injury or illness prior to the employee's return to work. The Nurse cannot return to work until cleared in accordance with the above.

- 18.3.4 Pregnancy Related Disability Leave. All female Regular Nurses covered by this Agreement are eligible for pregnancy related disability leave. The leave is granted at the request of the Regular Nurse, for the period of time during which she is incapable of performing her job because of medical disability resulting from pregnancy, delivery, or post-childbirth recovery. The Regular Nurse may take the leave without pay or use accrued PTO during any waiting period before ESL or State Disability becomes available, and may use PTO for any period after ESL is exhausted, or integrated with any State Disability income received, not to exceed the Regular Nurse's normal pay. The leave may be as long as six (6) months when a verified disability exists. If the Nurse remains disabled following the end date of the leave the situation will be treated as any other non work-related medical disability as defined in this Section.
- 18.3.5 Parental Leave of Absence (Non-Disability) . All Regular Nurses covered by this Agreement are eligible to request parental leave related to the birth or adoption of her/his child. If the Regular Nurse is not eligible for State and Federal Family Leave (see 18.3.2), a personal leave without pay may be granted for up to one-hundred eighty (180) days following childbirth or adoption or upon the conclusion of the Nurse's pregnancy related disability, if any. A personal leave for parental leave purposes will not be unreasonably denied. The Nurse may take the leave without pay or use accrued PTO.
- 18.3.6 Personal Leave of Absence.
- a. Personal leave of absence may be granted at the discretion of the Regular Nurse's Manager. A personal leave of absence may not be granted for other compensated employment. Unless approval is granted pursuant to 18.3.3. below, unpaid Personal Leave will be granted only after PTO, including Cashout PTO, if any, has been exhausted.
 - b. Applications for personal leave of absence must be made using the intake process established by the Employer and must state the specific reason for the time off requested.
- 18.3.7 Military Training Leaves. When a Regular Nurse is required to perform annual military training duty or is called to active duty, a leave will be granted in accordance with Federal Law. A Regular Nurse will upon request provide the Employer copies of her or his induction papers, active duty orders and orders to report for active annual duty training.

- 18.4 Duration of Leave. Leaves of absence may be granted up to the following maximum amounts of time:
- 18.4.1 Personal – One-hundred eighty (180) days with a possible one-hundred eighty (180) day extension.
 - 18.4.2 Educational – One (1) calendar year.
 - 18.4.3 Military – A leave will be granted in accordance with federal law.
 - 18.4.4 State and Federal Family and Medical Leave – As required by Federal and State laws.
 - 18.4.5 Medical (including pregnancy related disability) – Up to one-hundred eighty (180) days. A personal leave of absence may be requested up to an additional one-hundred eighty (180) days.
 - 18.4.6 Parental leave – One-hundred eighty (180) days.
- 18.5 Combinations of Leaves of Absences. Excluding military and educational leaves of absence, no combination of leaves shall be granted within any three hundred sixty-five (365) day period, measured from the first day of the first such leave, which considered together exceed one hundred eighty (180) days unless a personal leave of absence extension of up to six (6) months is granted at the sole discretion of the Regular Nurse's supervisor with the approval of the Vice President of Patient Care. Regular Nurses with fifteen (15) years or more of service shall be granted an additional thirty (30) days of medical leave if the Nurse's evaluations have been satisfactory and there are no corrective actions in the Nurse's personnel file.
- 18.6 Reinstatement Rights.
- 18.6.1 In the case of State and Federal Family and Medical leaves of absence, personal and parental leaves of absence (including pregnancy related disability) up to one-hundred eighty (180) days, Regular Nurses will be offered the same or similar positions. Similar includes the same classification, pay, and benefits, but not necessarily the same shift and/or unit to which the Nurse was assigned prior to the leave of absence.
 - 18.6.2 In the case of personal leaves over one-hundred eighty (180) days and educational leaves, reinstatement is not guaranteed, but a Regular Nurse will be offered the same or any similar existing vacancy upon returning from the leave.
 - 18.6.3 Return from military leave shall be in accordance with federal law provided that the Regular Nurse requests reinstatement within the time provided by federal law.
- 18.7 Working Leave Status. A Regular Nurse on any leave of absence may work on a Relief basis when and if her/his condition allows it and if the department has need for such Relief employment.

18.8 Procedures.

18.8.1 A Regular Nurse shall request a leave of absence using the established intake process thirty (30) days in advance of the desired starting date, except in the case of an extreme emergency. The request shall state the specific type of leave and provide supporting information as established in this Section and the Employer's policies, and the dates of the Leave.

18.8.2 A Regular Nurse who is granted a leave of absence will be informed on the Leave of Absence Request and Authorization the dates of the Leave, benefit limitations, insurance procedures, and the requirements for and the conditions under which the Nurse may return to work.

18.8.3 At the discretion of the Nurse's Manager it is not necessary for a Regular Nurse to completely exhaust PTO before a personal leave is granted.

18.9 A Regular Nurse shall not forfeit any accrued benefits during an authorized leave of absence, or accrue any benefits during such leave. A Regular Nurse's Adjusted Hire Date will be changed for a leave of absence of more than six (6) months, except as provided in 18.10, below.

18.10 Subject to the terms and conditions established by the Employer's insurance plans, Regular Nurses on authorized Medical leave of absence or State and Federal Family and Medical leaves of absence who have Employer-paid premiums under the Employer's Group Medical, Dental, and Basic Life Insurance, described in Section 8, will continue to have such group coverage premiums paid by the Employer if they continue to pay employee contributions. Regular Nurses on any other authorized leave do not receive Employer contributions but may pay the entire required premium for continuous group coverage for themselves, their spouse/domestic partner and dependents. The Regular Nurse may arrange for continued coverage by making monthly premium payments through the Benefits Office, subject to the terms and conditions established by the Employer's insurance plans. Participation will continue in Retirement Plans and time lost due to a Worker's Compensation injury or occupational illness will count toward vesting requirements for Regular Nurses covered by the Employer's Pension Plan. Further, a Regular Nurse on an authorized Medical leave of absence due to a Worker's Compensation injury or occupational illness status shall not suffer any loss of seniority. The original date of hire or the adjusted hire date (if previously adjusted) and the next review date shall be maintained. If a Regular Nurse is still absent when eligible for review, the review will be postponed until the Nurse returns to work.

18.11 Any Regular Nurse covered by this Agreement will have the option to purchase Employer offered medical and dental insurance at group rates for up to one (1) year while on an approved Educational Leave of Absence.

18.12 Return from Leave.

18.12.1 Advance Notice. Regular Nurses on approved leave of absence are expected to return to work on the first scheduled work day following the expiration date of the leave. In the event a Regular Nurse is unable to return for any reason, or is unable to perform any or all of the essential functions of the job, s/he must

contact the Leave Coordinator at least two (2) weeks in advance of the expiration of the leave.

- 18.12.2 Failure to Return. If a Regular Nurse fails to return to work at the expiration of a leave of absence, s/he will be deemed to have resigned her/his employment. See Section 6.4 for Nurses rehired following a termination because of the Nurse's own medical leave.

**SECTION 19
WINTER HOLIDAY**

19.1 Winter Holidays. The three holidays identified below are the winter holidays. Holiday premium rate will be paid for work on any of the shifts listed below.

Holiday	8-Hour Shifts	12-Hour Shifts
(A) Thanksgiving Eve Thanksgiving	11 p.m. - 7 a.m. 7 a.m.- 3 p.m. 3 p.m.-11 p.m.	7 p.m.-7 a.m. 7 a.m.-7 p.m.
(B) Christmas Eve Christmas Day	3 p.m.-11 p.m. 11 p.m.-7 a.m. 7 a.m.-3 p.m. 3 p.m.-11 p.m.	7 p.m.-7 a.m. 7 a.m.-7 p.m.
(C) New Year's Eve New Year's Day	3 p.m.-11 p.m. 11 p.m.-7 a.m. 7 a.m.-3 p.m.	7 p.m.-7 a.m. 7 a.m.-7 p.m.

19.1.1 No more often than once every calendar year, each unit has the option to vote on whether Thanksgiving (A) or New Year's (C) will be the excluded holiday for that year, with the other two holidays being the designated holidays.

19.1.2 Regular and Relief Nurses will be assigned to work one of the shifts listed above on the designated holidays to fulfill the holiday requirement. The Employer will not require a Nurse to work more than one of the shifts listed for any of the designated holidays except to meet minimum staffing numbers.

19.1.3 Nurses may schedule themselves or otherwise volunteer to work for a shift on more than one of the holidays listed above. The remaining shifts surrounding the designated holidays are scheduled according to the Patient Care Policy on Staffing: Nurse Scheduling, taking account of unit needs, seniority, and skill mix. Nurses are not automatically to be assigned days on/off surrounding the designated holidays.

19.2 Scheduling on the Excluded Holiday. The excluded holiday will be granted off based on the Patient Care Policy on Staffing: Nurse Scheduling, taking account of unit needs, seniority, and skill mix. A Nurse who wishes to be off on the excluded holiday must request that day off.

19.3 Scheduling on the Designated Holidays. The Employer will grant each Nurse off one of the two designated winter holidays (A or B, or B or C, depending upon unit option).

19.3.1 It shall be the responsibility of the Nurse to request, according to established unit policy, her/his preference with regard to this holiday

time, including choice of designated holiday and whether it should be scheduled as a regular day off or PTO time.

19.3.2 If it is not feasible to grant the designated holiday as a day off, PTO shall be used. If a Nurse would not meet her/his full commitment were the holiday taken as a day off, s/he must use PTO.

19.3.3 Designated holidays will be scheduled by the following process:

- a. Minimal staffing needs - times and skills - (as determined by Nursing Management).
- b. Whether or not the Nurse was assigned to work the holiday in question the previous year.
- c. Seniority.

19.4 The Employer will use its best efforts to grant each Regular Nurse with 25 years' seniority (based on Seniority Date), all winter holidays off, to the extent operationally feasible to meet minimum staffing needs.

19.5 To the extent additional winter holidays become available in setting the holiday schedule, Nurses will be offered additional holidays off by seniority.

19.6 Closed Staffing. In an effort to promote staff satisfaction, each nursing unit will have closed staffing from 11:00 p.m. Wednesday until 11:00 p.m. Friday of Thanksgiving week, and from 7:00 a.m. December 23 until 7:00 a.m. December 27 and 7:00 p.m. December 30 until 7:00 a.m. January 2. A good faith effort will be made to staff according to the needs of each unit. During that period if the home unit's census is low, staff will have the choice between floating (if work is available on other units) or taking an EA day. Each unit will maintain a staff request EA/float list. "A" Days will be granted off during this period per the "A" Day Policy developed by the Nurse Practice Committee.

19.7 Vacations. Nursing management will determine, in its sole discretion and subject to the provisions of this Section, the number of staff, if any, who may take vacations (seven consecutive days off) between December 15 and January 5. Vacation preference will be determined by the Patient Care Policy on Staffing: Nurse Scheduling, taking account of unit needs, seniority, and skill mix.

SECTION 20 JURY DUTY AND LEGAL APPEARANCES

20.1 Jury duty as used in this Agreement is defined as that time a Regular or eligible Relief Nurse is required to spend sitting on a jury or physically waiting at the courthouse in anticipation of being called to sit on a jury. Jury duty does not include time spent away from the courthouse on "telephone alert" or other forms of standby service not requiring a Nurse's physical presence at the courthouse.

- 20.2 There will be no loss in regular wages for time spent away from work when an eligible Nurse is called for jury duty or for legal appearances on behalf of the Employer. PTO accrual will continue for all such hours that the Nurse would normally have been scheduled to work.
- 20.3 Wage payments will not be made for jury duty on any day on which an eligible Nurse had been previously scheduled for PTO, or a Leave of Absence. Regular and eligible Relief Nurses will be paid at their hourly base wage rate for time spent for legal appearances on behalf of the Employer. If a Regular Nurse had previously approved PTO or time off scheduled prior to being notified of jury duty service, upon request of the Nurse the PTO or time off shall be cancelled if the request for cancellation is provided within a reasonable time of the Nurse's receipt of the notice for jury duty service. Cancellation of previously approved PTO or time off is not intended to occur on a day-to-day basis. Proof of completion of the time spent as a juror must be submitted to the supervisor at the time of the request.
- 20.4 Payments received from the Federal government, State or County, are kept by the eligible Nurse to help defray expenses.
- 20.5 The eligible Nurse should notify the supervisor immediately upon receipt of the summons so that arrangements can be made for the absence. Upon request by the supervisor proof of completion of jury duty will be provided.
- 20.6 Eligible Nurses required to participate in jury duty, grand jury duty, or legal appearances as defined in this Section shall not be scheduled to work more than ten (10) days in every fourteen (14) day pay period with each day spent in jury duty or legal appearances considered a day worked for the purposes of this Section. Regardless of shift, the Nurse shall be relieved of her/his duties on the date s/he is required to be on jury duty or make legal appearances. Night shift eligible Nurses will be provided paid jury duty release time either the night before serving on jury duty or the night of the jury duty service, if scheduled, at the Nurse's discretion. If the eligible night shift Nurse opts for paid jury duty release time the night before serving on jury duty, the Nurse may use PTO or "A" time the night of jury duty service. This provision does not apply for on-call jury duty status.

Jury Duty and Legal Appearance procedures for Relief Nurses is also covered in Section 14.13.9.

SECTION 21 TIME OFF FOR CRONA OFFICERS

- 21.1 Three designated CRONA officers shall be allowed reasonable time with pay each pay period not to exceed a total of thirty-two (32) hours for the three for the purpose of conducting CRONA business with the Employer. Different officers may be designated by CRONA to use this time off on a rotating basis. Paid time under this subsection shall not be considered work time for the purposes of calculating overtime. CRONA will notify Nursing Administration after the election of officers as to the distribution of the CRONA hours. In the event that the distribution of the CRONA hours changes due to officer absence, CRONA will notify Nursing Administration prior to the pay period that the change occurs.

- 21.2 If requested by the officer, the paid time provided for in this subsection will be scheduled and taken within the officer's regularly scheduled hours (FTE). The time shall be scheduled in advance by mutual agreement between the officer and his or her supervisor in increments of at least one (1) hour. All benefits shall accrue on these hours, including shift differential and education benefits, and these hours shall be considered as pension eligible earnings under Section 11.1.3.c.
- 21.3 Alternatively, if requested by the officer, and upon advance notice to his or her supervisor, the paid time provided for in this subsection may be paid in addition to the officer's regularly scheduled hours (FTE). For such paid time, benefits shall not accrue.
- 21.4 CRONA shall provide the Employer with a list of its officers and apprise the Employer of any changes during the term of this Agreement.
- 21.5 CRONA's Nurse designees shall not be unreasonably denied Absent days and/or the use of PTO to attend Nurses' Association Conventions and/or meetings required by the Employer or the CRONA Executive Board. CRONA recognizes that the decision to approve or deny either Absent days and/or PTO to attend such conventions and/or meetings because of scheduled work and staffing assignments is within the sole discretion of the Employer. CRONA shall notify the Employer of the identity of their designees and the date of the conventions and/or meetings, at least thirty days in advance of such leave.

**SECTION 22
INTERNAL TRANSFERS**

CRONA recognizes that the Employer announces job vacancies, recruits and hires in accordance with general procedures established by the Employer. To assist Nurses applying for transfer to Nurse vacancies established by the Employer, the following procedures shall be applicable to both Regular and Relief Nurses:

- 22.1 The Employer shall post all current lists of Nurse vacancies in the following order and manner:
 - 22.1.1 The Hospital shall send an email (via Outlook or a similar hospital-wide email system) identifying the vacancy to the Nurses on the unit in which the vacancy exists.
 - 22.1.2 At least five (5) calendar days after the foregoing notice has been sent and if the vacancy has not been filled with a Nurse on the unit, the Hospital shall post the vacancy on the online application system.
- 22.2 For purposes of this section, a “vacancy” shall be defined as an available Regular Nurse position, the addition of available hours which would result in a change to a Regular Nurse’s commitment (including available hours arising from relocating hours from one shift to another), and an available Relief position. A position or hours shall not be deemed to be “available” until approved by the Employer. Hours worked over a Nurse’s commitment would not be deemed a “vacancy” under this section.
- 22.3 Eligible Regular and Relief Nurses who make a transfer request are given preference if qualified, as determined by the Employer, for vacancies in the following order and manner:
 - 22.3.1 Nurses who both (i) are assigned to the unit in which the vacancy occurs as of the date of the notice of the vacancy, and (ii) notify their manager (or designee) of their interest in the vacancy within the five (5) day period after notice is provided, shall be given preference over other Nurses. As between qualified applicants assigned to the unit in which the vacancy exists, if qualifications are determined to be substantially equal, seniority shall be the determining factor.
 - 22.3.2 Current Regular and Relief Nurses of the Employer, including Nurses on the unit in which the vacancy exists who did not notify their manager of their interest in the vacancy within the five (5) day period, who apply for the vacancy shall be given preference over external applicants if the qualifications of the current Nurse and external applicants are determined to be substantially equal.
 - a. As between qualified current Nurse applicants, if qualifications are determined to be substantially equal, seniority shall be the determining factor.
 - b. As between qualified external applicants, if qualifications are determined to be substantially equal, Regular and Relief Nurses who are currently

employed by Stanford Hospital & Clinics shall be given preference over other external applicants.

- c. For the purposes of this section, “external applicants” shall be applicants who are not currently employed at the Hospital in a position in the bargaining unit.

22.4 Transfers pursuant to this Section 22 shall include Relief Nurse applications for vacancies. When applying for such vacancies, “B” and “C” Relief Nurses will be credited with seniority as follows, provided there has been no break in employment as set forth in Section 33:

- a. the full periods the Relief Nurse has been employed by the Employer as a Nurse, and
- b. at a ratio of two (2) years of service for one (1) year of seniority credit for all periods of employment as a Relief Nurse, provided the Relief Nurse has maintained her/his commitment under Section 14 during such periods.

As an example, a Nurse who has worked 4 years as a Nurse and then, without a break in employment, has continued to work an additional 10 years as a "B" Relief Nurse will be credited with a total 9 years seniority for the purposes of Section 22.

22.5 Transfers pursuant to this Section 22 shall occur on the first day of the pay period that is agreed upon by the releasing manager and the new manager. No Nurse shall be denied a transfer based on a failure of the releasing and new managers to agree on the transfer date.

**SECTION 23
PAYROLL PROCEDURES**

- 23.1 Direct Deposit: The Employer shall, upon written authorization by the individual Nurse, deposit the Nurse's pay in a bank of the Nurse's choice that is located in the State of California, any bank in the United States that is a member of the Federal Reserve Banking System, or the Stanford Federal Credit Union. For nurses who do not elect direct deposit, paychecks will be mailed to the Nurse's address on file on the Wednesday following the end of the two (2) week pay period ending the previous Saturday. A documentary record of direct deposits will be available online, or if requested, will be mailed to the last mailing address provided by the Nurse.
- 23.2 Late and Missing Time Cards: Wages owed due to late or missing timecards or time entries for an entire pay period will be paid on Monday following the normal Friday pay day.
- 23.3 Emergency Pay Checks:
- 23.3.1 Special checks issued earlier than the normal pay day may be requested for "unforeseeable emergencies" under only the following conditions:
- a. A cash out of PTO hours as provided by Section 9.1.4(m); or
 - b. For Nurses who do not have PTO available to cash out, an early payment, not to exceed the net amount (after deductions) earned for hours actually worked in that pay period by the Nurse. Instances of being absent from work on payday or having obligations fall due prior to payday are not considered emergencies. Any such early payment will be deducted from the Nurse's next check.
- 23.3.2 Special checks are early in relation to normal payday and do not represent pay advances. These are checks issued for the past pay period only.
- 23.3.3 Special checks for which an Interim Check Request Form is submitted by 10:00 AM Tuesday and Friday, will be available no later than the next business day. Special checks will be mailed to the employee's home address.
- 23.3.4 Drawing special checks is an expensive and time consuming process. Nurses are urged to keep special check requests to an absolute minimum.
- 23.4 Correction of Payroll Errors:
- 23.4.1 An underpayment in a paycheck of pay for eight (8) or more hours due to an error by the Employer shall be remedied no later than five (5) business days after the error has been reported, unless Payroll has not been able to verify the error during that time period.
- 23.4.2 Other underpayments and overpayments will normally be rectified on the paycheck following the detection of the error. Repayment plans may be

developed by the Payroll Office if an amount to be repaid would cause a hardship to the Nurse. All repayment plans must ensure the return of the full amount prior to completion of any employment contract or termination of employment.

- 23.4.3 Payroll shall make diligent efforts to verify and correct any payroll errors that are reported to or otherwise become known by Payroll. If Payroll is not able to verify an error covered by Section 23.4.1 within the designated time period, the Nurse(s) who reported the error and CRONA shall be informed within the designated time period of the reasons for the delay in resolving the error.
- 23.5 Paycheck In Advance Due to Absence: An early pay check may be issued to a Nurse without direct deposit who is scheduled to be absent from work on payday in conjunction with five or more scheduled PTO days. Such checks may be requested in accordance with the procedures of Section 23.3.3, above.
- 23.6 Paycheck Questions: Each Unit manager shall notify the Nurses in the Unit of a designated person to whom questions from Nurses regarding paychecks should be directed. Nurses must advise the designated person of any error in their paychecks promptly.

SECTION 24 NURSE INFORMATION CENTERS

- 24.1 The Employer will provide a conveniently located bulletin board to be used for posting Employer and CRONA communications with Nurses covered by this Agreement. Designated CRONA representatives shall be responsible for posting CRONA materials. It is agreed that these boards will be the sole location for all CRONA posted communications. In addition, each Nursing Unit will have space available on its bulletin boards for CRONA postings.
- 24.2 The Employer shall maintain on-line information for the following programs.
1. Retirement Plan;
 2. Medical, dental and vision insurance;
 3. Flexible spending accounts;
 4. Educational expense reimbursement; and
 5. Other information as may from time to time be agreed upon by CRONA and the Employer;
- 24.3 At the beginning of each calendar year, the Employer shall furnish to CRONA a list of all on-going Department of Nursing standing committees. The Employer will inform CRONA in Joint Conferences of Nurse vacancies on these committees as they occur.

SECTION 25 PERFORMANCE EVALUATION

The Employer provides Nurses performance appraisals periodically and/or in conjunction with any change in a Nurse's classification in accordance with procedures established by the Employer. Regarding written performance evaluations CRONA and the Employer agree as follows:

- 25.1 The Nurse's supervisor will advise the Nurse thirty (30) days prior to the annual review date that the evaluation is due on the review date. The Nurse will provide the required documentation/paperwork to his/her supervisor within fourteen (14) days of receiving such advice. If the Nurse fails to provide the required documentation/paperwork, the supervisor can evaluate the Nurse without benefit of the documentation/paperwork. If the Nurse's Supervisor is not a registered Nurse, the assessment of the Nurse's clinical skills shall be provided by a Registered Nurse not covered by this Agreement. Performance problems will be identified with the Nurse prior to documentation in the performance appraisal.
- 25.2 Areas needing improvement during the period covered by the evaluation will be noted on the evaluation form. For example, excessive absences during the period will be noted on the evaluation form. However, specific reference to a disciplinary action (e.g., written warning for excessive absences) will not be documented on the form. The Nurse's supervisor may seek to work out a written plan with the Nurse, if needed, intended to eliminate the performance problems and specifying the improvement that is expected and the timeframe in which it is expected to occur. If mutual agreement is not reached, the supervisor will specify in writing the elements of the performance improvement plan. If the Nurse's performance in any areas that needed improvement has not been satisfactory, such performance shall be addressed in the next performance evaluation. Overtime issues which are not performance related will not be addressed in the evaluation. Unless absenteeism is excessive, it will not be addressed in the evaluation, except in summary.
- 25.3 After the fourteen (14) day period for the Nurse to provide the required documentation/paperwork has expired, and prior to the review date, the supervisor will contact the Nurse to schedule an appointment to discuss the Nurse's performance. The supervisor will make every good faith effort to provide the Nurse with the written performance evaluation within thirty (30) days of the Nurse's annual review date.
- 25.4 On units where peer (RN) evaluations are required, the supervisor will assume the responsibility for gathering such evaluations unless the individual Nurse and supervisor mutually agree otherwise. It is understood that any comments solicited from non-Nurse coworkers will be limited to the coworker's assessment of the Nurse's interpersonal skills and/or leadership ability in the working environment. The Nurse will be allowed to review any evaluations from peers in the form submitted by the peer to the supervisor.
- 25.5 After the evaluation process has been completed, any necessary pay action for Clinical Nurse IIs will be implemented for the pay period following completion of the evaluation process, and shall be effective as of the review date, retroactively if necessary, unless the delay is caused by the Nurse. Any necessary pay actions for Clinical Nurse IIIs and IVs will be implemented according to the terms of the Professional Nurse Development Program.

**SECTION 26
WRITTEN WARNINGS AND DISCIPLINE**

26.1 Written Warning (excludes other Disciplinary Notices).

26.1.1 A written warning is provided primarily where previous verbal communications have been ineffective and the supervisor wishes to impress upon the Nurse the seriousness of a problem and/or more serious corrective action or discharge is not deemed warranted. If the Nurse's supervisor is not a Registered Nurse, the assessment of the Nurse's clinical skills shall be provided by a non-CRONA Nurse. The supervisor will advise the Nurse that s/he may request a CRONA representative at the meeting in which the written warning will be delivered. If a CRONA representative is requested to attend the meeting, the meeting must be held within three (3) business days of the date the supervisor notifies the Nurse of the disciplinary meeting, or within such additional time as is agreed to by the Employer. If the CRONA representative is not available to attend the meeting during this time period, then the disciplinary meeting may proceed without the presence of the CRONA representative. A recurrence of similar related misconduct may result in further corrective action or discharge. Regular and Relief Nurses who have completed the trial periods specified in Section 6 and 14 of the Agreement may grieve the Written Warning pursuant to the provisions of Section 27 and the Nurse may provide written objections to the warning within fifteen (15) days of receipt. The objections will be placed in the Nurse's permanent personnel file.

26.1.2 Written warnings and attachments, not involving criminal violations, substance abuse, or unlawful harassment, will be removed from the Nurse's permanent personnel file and will not be considered in any corrective action after twelve (12) months have lapsed since the date the warning was issued, unless the Nurse engages in similar or related misconduct within that period. Final written warnings and attachments will not be removed from the Nurse's permanent personnel file. Similar or related misconduct during that period may result in the warnings being extended an additional twelve (12) months and may result in whatever corrective action may be deemed appropriate. After a Nurse's termination of employment, written warnings shall not be disclosed to other prospective employers.

26.2 Temporary Relief of Duty Pending Investigation. If the Hospital determines that the circumstances are such that they warrant removing a Nurse from the workplace pending investigation for a possible disciplinary action or termination, the Nurse will be advised that (s)he is being temporarily relieved of duty, pending investigation. At the same time, the Hospital will also inform the Nurse of the date(s) and nature of the incident(s), as known at the time, unless the Hospital reasonably determines that because of the particular circumstances to do so would jeopardize the integrity of the investigation. The Nurse temporarily relieved of duty pending investigation shall remain in paid status for his or her previously scheduled shifts, except as provided in Section 26.2.

a. The Hospital will conduct its investigation diligently, consistent with the circumstances.

- b. Both the Nurse and CRONA shall cooperate with the Hospital during the scheduling of the investigatory interviews. The Nurse and a CRONA representative shall be available to attend the investigatory interviews within three (3) calendar days after the Hospital requests the investigatory interview. If the investigatory interview does not occur within this three (3) day period because either the Nurse or the CRONA representative is not available during this period, then the Nurse shall be on unpaid status until the investigatory interview is actually held.
- c. If upon investigation the Hospital imposes a termination or a suspension longer than the period during which the Nurse was relieved of duty without pay, the Hospital shall not attempt to recoup any amount paid to the Nurse while (s)he was relieved of duty, and all unpaid time when the Nurse was relieved of duty shall count against the suspension imposed.
- d. For the effect of written warnings on Clinical Nurse IIIs and IVs, see Section ~~XVI~~~~XIII~~ of the Professional Nurse Development Program.

26.3 Discipline.

26.3.1 During the Trial Period of Employment.

- a. All newly hired Regular Nurses will serve a trial period of six (6) months, with no more than one (1) extension of three (3) months. The extension must be by mutual agreement between CRONA and the Employer unless the trial period has been automatically extended pursuant to Section 6.1. During the trial period of employment a Nurse may be disciplined for conduct or performance which is deemed unacceptable by the Employer. A trial period Regular Nurse is not eligible to use the Grievance Procedure in Section 27.
- b. All newly hired Relief Nurses will serve a trial period. For "A" and "B" Relief Nurses the trial period shall commence on the first day of employment and extend until the date the Relief Nurse has actually worked one thousand (1,000) hours or twelve (12) months of employment provided that the trial period shall in no case be less than six (6) months of employment. The trial period for "C" and "D" Relief Nurses shall be six (6) months. During the trial period a Relief Nurse may be terminated at any time at the Employer's sole discretion and the Employer's discretion shall not be subject to review under any provisions of this Agreement.
- c. Before a Regular or Relief Nurse in her/his trial period can be terminated primarily for unsatisfactory performance not involving serious performance deficiencies warranting immediate discharge, s/he must be interviewed by supervision. During the interview the Nurse must be thoroughly informed of those areas of job performance considered unsatisfactory. Supervision should then seek to work out a written plan with the Nurse, aimed at eliminating performance problems, or, if this is not practicable, the Nurse should be told what sort of improvement will be expected of them before the end of the trial period.

- d. Except in serious cases warranting immediate discharge, a Regular Nurse discharged during the trial period of employment who has completed the first ninety (90) calendar days of the trial period will receive a one week notice of separation. The Regular Nurse may be required to work as usual during the notice period, or may be given pay in lieu of notice, or may be required to work part of the notice period and be paid in lieu of working the remainder of the period.
- e. Except in serious cases warranting immediate discharge or when the discharge involves a failure to maintain commitment, a Relief Nurse discharged during the trial period of employment who has completed the first five hundred (500) hours of employment will receive a one (1) week notice of separation. The Relief Nurse will not be required to work during the notice period and is not eligible for pay in lieu of notice.
- f. A Relief Nurse discharged during the trial period for failure to maintain commitment pursuant to Section 14.11.1 will be advised of the termination by letter to her/his last known address.
- g. CRONA will be notified of any Regular or Relief Nurse being considered for discharge in the trial period.

26.3.2 After the Trial Period of Employment.

- a. Discipline for Cause – Regular Nurses. Regular Nurses who have successfully completed the trial period of employment will not be disciplined except for just cause. Any discipline may be appealed by the Nurse under the provisions of Section 27. Except in serious cases warranting immediate discharge, Regular Nurses discharged after the trial period of employment will receive two (2) weeks notice of discharge. Regular Nurses may be required to work as usual during the two (2) weeks or may be given pay in lieu of notice, or may be required to work part of the notice period and be paid in lieu of working the remainder of the period.
- b. Discipline for Cause – Relief Nurses. Relief Nurses who have successfully completed the trial period of employment will not be disciplined except for just cause. Any discipline may be appealed by the Relief Nurse under the provisions of Section 27. Except in serious cases warranting immediate discharge or when the discharge involves a failure to maintain commitment, Relief Nurses discharged after the trial period of employment will receive two (2) weeks' notice of discharge. The Relief Nurse will not be required to work during the notice period and is not eligible for pay in lieu of notice.
- c. A Relief Nurse discharged for failure to maintain commitment pursuant to Section 14.11.1 will be advised of the termination by letter to her/his last known address.

26.3.3 Termination Primarily for Unsatisfactory Performance – Regular and Relief.

- a. Probation for Non-Trial Period Nurses. Before a Nurse who has successfully passed the trial period can be terminated primarily for unsatisfactory performance (not including failure to maintain commitment) under the just cause provision herein, s/he must be interviewed by supervision. During the interview the Nurse must be thoroughly informed of those areas of job performance where s/he is considered unsatisfactory. Supervision shall then seek to work out a written plan with the Nurse, aimed at eliminating the performance problems and specifying what sort of improvement will be expected of her/him over the term of a defined probationary period not to exceed sixty (60) days in length, if supervision determines that a probationary period would be useful. The CRONA Nurse Advocate or a CRONA officer or officers designated by CRONA as the representative for the purposes of this paragraph will be notified when supervision determines that a Nurse may be placed on probation and at the Nurse's request may be present at the meeting to discuss the probation. CRONA will inform the Employer in writing of the CRONA officers so designated within thirty (30) working days after execution of this agreement and thereafter within ten (10) working days of any change in officer designation. The Nurse will be notified in writing concerning her/his status within ten (10) working days of the end date of the probationary period. A copy of the notification will be provided to CRONA.
- b. Termination for Cause – Regular and Relief. If the Nurse does not demonstrate her/his ability to satisfactorily perform her/his job after a defined probationary period or if supervision determines that a probationary period is not feasible, the Nurse may be terminated under the just cause provision set forth above. A CRONA representative will be notified of the decision to terminate.
- c. Opportunity to Transfer After Trial Period – Regular Nurses. A Regular Nurse who is subject to probation or termination under this Section may request a transfer to another Nursing Unit provided that a position exists and that supervision of both affected units agree to the transfer. If a transfer is approved the Regular Nurse will be evaluated pursuant to Section 6.2 of this Agreement. The decision of unit supervision as to the feasibility of transfer shall not be reviewable under the terms of this Agreement.
- d. Opportunity to Transfer After Trial Period – Relief Nurses. A Relief Nurse who is subject to probation or termination under this Section may request a transfer to another Nursing Unit provided that a position exists and that supervision of both affected units agree to the transfer. If a transfer is approved the Relief Nurse will be evaluated pursuant to Section 14.6 of this Agreement. The decision of unit supervision as to the feasibility of transfer shall not be reviewable under the terms of this Agreement.

SECTION 27 GRIEVANCE AND ARBITRATION

Purpose. The purpose of these procedures is to provide the parties with an orderly means of resolving differences which may arise between them. The parties intend that these procedures shall be in lieu of any other formal procedure established by the Employer for resolution of employee grievances and shall be the exclusive means for resolution of CRONA's grievances against the Employer.

27.1 Grievances.

27.1.1 Only Nurses who have successfully completed the trial period of employment are eligible to use this grievance procedure, except that trial period Nurses may use this procedure for disputes over whether their paychecks are in accordance with the pay provisions of this Agreement, for example, whether they properly received shift differential or overtime pay; or whether they have been subjected to any discrimination of the type described in Section 2.

27.1.2 A formal grievance is a written claim by a Nurse or CRONA concerning a Nurse's wages, hours, or working conditions and involving the interpretation or application of this Agreement. A grievance may be filed by any individual Nurse covered by this Agreement or by any officer designated by CRONA. A grievance filed by CRONA when not on behalf of an individual Nurse shall be started at Step Two of this procedure.

27.2 Grievance Procedure.

27.2.1 Step One – Informal Discussions. A grievance may be started when a Nurse (called "grievant") tells her/his supervisor the facts of the grievance and asks for resolution within five (5) working days. A CRONA representative may be present at the option of the individual Nurse. If the grievant does not accept resolution of any part of the grievance, s/he may proceed to Step Two of this procedure or the grievant may at her/his option skip Step One and begin the grievance at Step Two.

27.2.2 Step Two – Submission of Formal Grievance. The grievance shall be submitted in writing to the Vice President of Patient Care. The Vice President of Patient Care will submit a copy of the grievance to CRONA and to the Director of Employee and Labor Relations within two (2) working days from receipt of the grievance.

- a. Content of formal grievance. The formal grievance shall be signed and dated by the grievant or designated CRONA officer and shall contain a brief description of the action or inaction complained of, the Employer management representative, if known, who is believed to have taken the action or failed to act, the date the action occurred or should have occurred, the resolution desired, and the Section or Sections of the Agreement alleged to be involved.

- b. Timeliness. In cases of discipline, separation or layoff, the formal grievance shall be submitted no later than twenty-one (21) calendar days, and in all other cases no later than thirty (30) calendar days, after the date the action occurred or should have occurred. Notwithstanding the preceding sentence, if the Nurse aggrieved and CRONA (or its agents) did not know of the action or failure to act when it occurred, then the grievance shall be submitted no later than thirty (30) calendar days after the day when the Nurse or CRONA could reasonably have been expected to have known.

27.2.3 Step Three – Resolution or Referral for Review. The Vice President, Patient Care Services shall respond to the grievance or refer it to a reviewing Employer representative within seven (7) working days of receipt. A copy of the Director's resolution or notice of referral will be provided to the Nurse grievant, and CRONA, and the Vice President of Human Resources.

- a. Review Meeting. The reviewing representative shall call a meeting with the grievant and/or CRONA officers, and any other person or persons as can, in the view of the reviewing representative, because of their knowledge of the facts, contribute to a discussion of the grievance. The review meeting will be conducted no more than fourteen (14) calendar days after the date of referral by the Vice President, Patient Care Services, provided CRONA representatives are available and provided further that the parties may agree to extend the time period to a mutually convenient date.
- b. Resolution. The reviewing Employer representative shall present a written determination on the grievance with copies to the grievant and CRONA, and the Vice President of Human Resources, within fifteen (15) working days after the review meeting unless mutually extended. The determination shall state the specific reasons for the decision either to grant or deny the grievance.
- c. If CRONA does not accept the Step Three determination then within fifteen (15) working days of receipt of the determination, CRONA may refer the issue to mediation or arbitration, as described below, by written notice to the Vice President of Human Resources with a copy to the Director of Nursing. CRONA or its representatives shall contact the Employer's representative to initiate selection of a mediator or arbitrator within fourteen (14) calendar days of its referral of the grievance to mediation or arbitration.

27.2.4 Step Four (Optional) – Mediation.

- a. As specified above, CRONA may request that the grievance be submitted to mediation, which shall be subject to agreement by the Employer. Within seven (7) days of CRONA's request to submit to mediation, the Employer shall inform CRONA in writing whether the Employer is agreeing to mediation. If the Employer does not agree to mediation or fails to respond on a timely basis, the grievance shall instead be submitted to arbitration, as provided in Section 27.2.5, below.
- b. If CRONA and the Employer have agreed to mediation, as provided above, the parties shall request the appointment of a mediator to hear the grievance from the Federal Mediation and Conciliation Service. The mediation session shall occur within thirty (30) days of the FMCS's designation of the mediator to mediate the grievance.
- c. If the grievance is not satisfactorily resolved at the mediation session, CRONA may appeal the grievance to arbitration within three (3) calendar days of the date of the mediation session.

27.2.5 Step Five – Arbitration.

- a. When CRONA has requested arbitration in accordance with this Section, CRONA and a representative designated by the Employer shall attempt to reach Agreement on an arbitrator by informal discussion. If agreement has not been reached within five (5) working days of the request for arbitration, the arbitrator shall be selected from the following five (5) persons by the alternative striking of names, with the Employer striking first, until one remains, who shall be the arbitrator:

Alexander Cohn, Matt Goldberg, Anita Christine Knowlton, Frank Silver, Thomas Angelo, Geraldine Randall, and Margaret Brogan.

The first strike for arbitrators will be rotated between CRONA and the Employer.

- b. Hearing. The arbitration shall begin as soon as possible giving due consideration to the schedules of the representatives and witnesses of the parties provided that failure of CRONA to request the setting of a hearing date within sixty (60) calendar days of the referral to arbitration shall result in a waiver of the claim. The hearing shall be closed unless the arbitrator rules otherwise. Prior to the hearing the parties shall attempt to reach agreement on a joint submission of the case to the arbitrator. If the parties fail to agree on a joint submission, each shall present a separate submission, and the arbitrator shall determine the issue or issues to be heard provided that the issue is arbitrable in accordance with this Section. The joint or separate submissions shall state the issue or issues and the specific Section or Sections of this Agreement which the arbitrator is to interpret or apply.

- c. Resolution.
 - 1. After such hearing the arbitrator shall render as soon as possible a decision which shall be final and binding on all parties.
 - 2. The arbitrator shall have no power to add to, subtract from, alter, modify or amend any of the terms or provisions of this Agreement.
 - 3. The arbitrator's authority to award monetary damages shall be limited to compensatory damages.
- d. Expense. The cost of compensation and expenses of the arbitrator, including the cost of a transcript unless a transcript is waived by mutual agreement of the parties and the arbitrator, shall be divided equally between the parties. However, each party shall bear its own expenses of representation and witnesses.
- e. Expedited Arbitration. The parties may agree in writing that an individual grievance or grievances be submitted to expedited arbitration as set forth in this subsection e.
 - 1. The arbitrator shall conduct a hearing at the earliest date;
 - 2. Unless ordered by the arbitrator, there shall be no transcript of the hearing and post hearing briefs shall be waived;
 - 3. The arbitrator shall use best efforts to render a decision within ten (10) working days following the arbitrator's closing the hearing record.
 - 4. Except to the extent modified in this subsection e., the remaining provisions of Section 27 shall be applicable to expedited arbitration.

27.2.6 Right to Representation. A grievant may be assisted or represented by a representative of CRONA at any formal step of the grievance procedure.

- a. Representation at Grievance Meetings. A grievant may be assisted or represented by up to two (2) representatives of CRONA at any Step Three meeting, provided that no meeting will be delayed in order to obtain the presence of a second representative. In the event the Hospital intends to have more than two (2) representatives (not including a management witness, the management person alleged to have violated the Agreement, or the reviewing representative), it will notify CRONA in advance, and CRONA may have an equal number of representatives, provided that the meeting will not be delayed to obtain additional CRONA representatives.
- b. Representation at Investigatory Interview. When in the Employer's judgment an investigatory meeting is called for prior to any decision to discipline a Nurse, the supervisor shall inform the Nurse of the purpose

and subject of the meeting prior to the meeting. The Nurse may upon request have up to two (2) CRONA representatives present, provided that the interview will not be delayed to obtain the presence of a second CRONA representative. If the Nurse requests the presence of a CRONA representative, the meeting shall occur within three (3) calendar days of the Employer's request for the investigatory meeting. If the Nurse requests representation and if the Hospital intends to have more than two (2) representatives (not including a management witness), the Hospital will notify CRONA in advance, and CRONA may have an equal number of representatives provided that the meeting will not be delayed to obtain additional CRONA representatives. The Hospital will conduct its investigation diligently, consistent with the circumstances. The Nurse and, at the Nurse's request, CRONA will be informed of the status of an investigation within thirty (30) days of the date of an investigatory interview.

- 27.2.7 Adherence to Time Limits. The Employer and CRONA agree that grievances should be raised, and settlement attempted, promptly. Failure of CRONA or a Nurse to proceed within any time limit set forth in this Section shall constitute a waiver of the claim. Failure of the Employer to act within any time limit set forth herein shall entitle the grievant or CRONA officer to proceed to the next step. If the Employer has not responded within the required time limit, the Employer shall be deemed to have rejected the grievance on the last day of the period for response and the matter may be appealed to the next level. However, any of the time limits set forth in this Section may be extended by mutual written agreement of the Employer and CRONA.
- 27.2.8 Informal Settlement Discussions. CRONA or the Employer may attempt to resolve a grievance at any time or at any level through informal settlement discussions. Such discussions shall in no way interfere with the grievance procedure nor require the participation of the grieving Nurse. All such discussions shall be treated as confidential and shall not be used as evidence for or against any position in any subsequent arbitration. No adjustment of a grievance through such discussions shall conflict with or supersede the terms of this Agreement or serve as precedent for the settlement of any other grievances filed under this Agreement.

SECTION 28 NO STRIKES OR LOCKOUT

There shall be no strikes, slowdowns, sympathy strikes, work stoppages, picketing, or concerted interference with the business of the Employer, on the part of CRONA, CRONA officers or its agents. There shall be no lockout on the part of the Employer during the term of this Agreement.

SECTION 29 NOTICE OF PERSONNEL GUIDELINES AND PROCEDURE CHANGES

CRONA recognizes that, except as provided in this Agreement, the Employer establishes and maintains personnel guidelines and procedures of general application to all the Employer's employees including Nurses, and subject to this Agreement the Employer retains the sole discretion to add to, delete from, or otherwise change the provisions of these guidelines and

procedures. The Employer will notify CRONA in writing at least forty-five (45) calendar days in advance of implementation of any changes in those personnel guidelines and procedures which apply to Nurses covered by this Agreement and upon request meet with CRONA to discuss CRONA's recommendations and suggestions concerning the proposed changes. Upon request by CRONA, the Employer will meet with CRONA to discuss current hospital and department policies which apply to Nurses covered by this Agreement to discuss CRONA's recommendations and suggestions regarding the current policies with the goal of achieving consistency. The Employer's discretion with regard to personnel guidelines and procedures shall not otherwise be subject to review under this Agreement.

SECTION 30 JOINT CONFERENCES

- 30.1 The Employer and CRONA recognize their mutual interest and concerns regarding numerous matters and their effects on Nurses, e.g., health and safety, work environment, human resources matters, parking and security, and personnel policies and procedures of specific application to Nurses and of general application to the Employer's employees, including Nurses. The Employer desires to have CRONA share with the Employer their suggestions and recommendations regarding such matters. Therefore, the Employer and CRONA agree that at the request of either the Employer or CRONA, joint conferences with CRONA, Lucile Packard Children's Hospital, and Stanford Hospital and Clinics shall be held monthly between appropriate Employer representatives and CRONA officers for the purpose of discussing such matters. A representative from Nursing Administration from each Hospital shall attend the meetings. It is understood that no matters discussed or action taken as a result of such conference shall, in any way, change or alter any of the provisions of this Agreement or the rights or obligations of either party under the terms of this Agreement. The parties also may mutually agree to schedule special conferences.
- 30.2 The Employer respects the legitimate concerns of Nurses who may prefer not to participate in procedures in keeping with an individual Nurse's moral, ethical and/or religious beliefs except in an emergency when a patient's life is endangered or when the Nurse's actions are not consistent with good nursing practice. CRONA recognizes that the Employer retains the sole discretion to make a final determination in such matters and agrees that to the extent disputes are processed in the grievance procedure the Employer's determination will not be overturned except upon a showing that such determination is arbitrary or capricious.
- 30.3 The parties recognize that issues may arise during the term of this Agreement regarding a possible conflict between the terms of this Agreement and a reasonable accommodation for qualified individuals with a disability. Where such issues arise, the Employer will consult with CRONA to determine on a case-by- case basis whether a mutually acceptable solution can be found.

SECTION 31 COMMITTEE ON LPCH NURSING PRACTICE

- 31.1 Composition. The Nurse Practice Committee is a joint Employer/CRONA committee consisting of four (4) representatives selected by the Employer and four (4) Nurses selected by CRONA, and with advance mutual agreement, additional ad hoc Nurse or Patient Care Manager participants as the Committee determines to be of assistance on

particular issues or problems. In the event that either the Employer or CRONA wishes to have additional representatives appointed to the Nurse Practice Committee from departments outside the Department of Nursing who have CRONA R.N. staff, the appointment would be subject to the Committee's approval. This committee will have a co-chair from the Employer and from CRONA selected by the respective parties from the eight (8) appointed members.

31.2 Purpose. To promote, develop, and continually enhance professional nursing practice, effective utilization of nursing resources, and an organizational climate conducive to professional practice.

31.3 Responsibilities.

31.3.1 To discuss items mutually agreed to be of concern as issues affecting Nursing Practice by both the Employer and CRONA.

31.3.2 To discuss and develop guidelines for the involvement of Nurses and physicians in a collaborative partnership in the provision of excellent patient care.

31.3.3 To consult, explore problems, and make recommendations to the Vice President of Patient Care regarding issues arising from staffing and patient care assignments or from Nurse objections to assignments.

- a. Staffing is determined by a combination of professional judgment, acuity and staffing matrices. The Nurse Practice Committee may review each unit's current acuity and matrix tool; and monitor the appropriateness of staffing levels by reviewing the Nursing Department's benchmarks and quality indicators. Upon request, the Committee will review changes in the composition of personnel of the affected units which result in a material change in the duties or work load of Nurses working on the affected unit. Recommendations on staffing levels will be made to the Vice President of Patient Care. If the Nurse Practice Committee does not reach consensus on its recommendations, the issues will be referred for final discussion between the Vice President of Patient Care and the President of CRONA.

In meeting the staffing needs of the unit, the Resource Nurse is permitted to use judgment in adjusting staffing levels that may not be fully addressed by the acuity and staffing matrix.

- b. Assignment Despite Objection Form (ADO) as prepared by CRONA will be an open agenda item for review by the Nurse Practice Committee with recommendations, if any, made in accordance with ~~3127~~.3.3. ADO forms will be made available on the units. The manager or designee shall respond in writing to this Assignment Despite Objection Form (ADO) within two (2) weeks after notification by CRONA. A copy shall be submitted to CRONA and the respective Patient Care Director.

31.3.4 To consider and make recommendations regarding changes that are desired from time to time by either party regarding "float regions" and "closed staffing units" before decision by the Vice President of Patient Care. The Committee will discuss ideas for other operational arrangements, if feasible, to minimize the need for Nurses to float outside their designated float region.

31.3.5 To develop guidelines for delegation of nursing care to non-R.N. staff.

31.4 Procedures.

31.4.1 Upon request of either the Employer or CRONA representatives, the issue or problem and the unit/region shall be identified and the Committee shall determine the appropriate procedure to discuss and review that issue or problem, including the appropriateness of inviting additional participants (Nurse(s) or Patient Care Manager(s)) from the unit or region to provide useful facts or particular expertise. The Committee shall defer placement of the issue on its agenda until the issue has been fully discussed and reviewed at the appropriate unit or region level.

31.4.2 The Nurse Practice Committee shall discharge its responsibilities in accordance with mutually agreed upon procedures. The Committee shall meet once a month, if necessary, to work on outstanding agenda items.

31.4.3 The Committee's discussions will focus on the facts of the particular issue and identification of potential ways, if any, to resolve the issues. The Committee shall attempt to prepare a joint recommendation to the Vice President of Patient Care if appropriate to the particular issue or problem. If a joint recommendation is not made, either the Employer or CRONA representatives may request that the Committee refer the issue or problem for final discussion and review between the Vice President of Patient Care and the President of CRONA.

31.4.4 It is understood that in order to promote full exploration of issues and efforts at problem solving, no matters discussed or action taken as a result of the work of the Committee shall change or alter any of the provisions of the Agreement or the obligations or rights under the Agreement of either CRONA or the Employer.

SECTION 32 HEALTH, WELFARE AND SAFETY

32.1 The Employer shall be responsible for and shall maintain reasonable provisions for the health, welfare and safety of Nurses. CRONA recognizes the duty of employees, and shall encourage employees, to cooperate with the Employer by complying with the Employer's health and safety rules and regulations and utilizing personal efforts for the prevention of accidents or illnesses to employees at the Employer. CRONA may make recommendations and suggestions concerning ways to improve safety conditions. For this purpose, the Employer will notify CRONA of work-incurred injuries within the bargaining unit and provide copies of accident reports of such injuries upon request.

32.2 The Employer recognizes its obligation to seek to accommodate when operationally feasible and consistent with the provision of safe patient care the needs of Nurses seeking to return to work following a leave for a verified work related disability.

A Nurse may notify the Employer by electronic mail or in writing when the Nurse believes an assignment has been or is unsafe for the Nurse or other employees. The Nurse is responsible for giving the notice to nursing management at her/his unit, and a copy will be provided to CRONA.

**SECTION 33
SENIORITY ACCRUAL AND APPLICATION**

33.1 Seniority – Definition.

- 33.1.1 Seniority for Regular Nurses is defined as the period of continuous employment with the Employer. Nurses hired on November 1, 1997, who have previous continuous service with an entity that was part of the Employer merger shall have prior service recognized for purposes of determining the adjusted hire date. Such prior service shall be based on the service credit recognized by the individual employer prior to the merger on November 1, 1997. Seniority shall be subject to the conditions set forth in ~~3329~~.1.2 below. Regular Nurses who were employed by the Employer on March 31, 2000 and were employed by Stanford Hospital and Clinics on April 1, 2000 will be credited with their accrued seniority as of March 31, 2000.
- 33.1.2 Adjusted Hire Date for Nurses is the date of hire in any position with Stanford Hospital and Clinics, except hire as "A" Relief Nurse, or Limited Relief. The Adjusted Hire Date on a Nurse's personnel records shall not be subject to review under this Agreement.
- 33.1.3 Nurses who were employed by Stanford Hospital & Clinics ("SHC") immediately prior to being hired by the Hospital with no Break in Service will be credited with their accrued seniority from SHC. Benefits shall be provided under the terms of this Agreement, except that such Nurses may carry over benefit accruals from SHC as provided by Hospital policy. For the purposes of this Section, a "Break in Service" shall be defined as having a termination date from SHC that is not within the pay period immediately preceding the pay period in which the Nurse commences employment with the Hospital.
- 33.1.4 Continuity of service as used to define seniority shall be ended by any of the following:
- a. Resignation.
 - b. Failure to return to employment at the end of an approved leave of absence.
 - c. Termination for just cause or, in the case of trial period Nurse, for any cause.
 - d. Layoff for twelve (12) months or more.
- 33.1.5 Adjustment of seniority and the reinstatement of former employees will be in accordance with the Employer's "Reinstatement of Former Employees" policy. This section will be effective September 14, 2001 for a former employee who is reinstated to a position covered under this Agreement.

33.2 Application of Seniority.

- 33.2.1 Adjusted Hire Date shall govern all seniority priority applications in this Agreement.
- 33.2.2 Nothing in this Section shall restrict the Employer's right to evaluate a Nurse's qualifications and ability before considering the appropriateness of seniority as a factor.

SECTION 34 STAFF REDUCTIONS AND LAYOFF

34.1 Staffing. The final determination of appropriate staffing levels is one of the rights reserved to the Employer as defined in Section 35 of this Agreement. CRONA recognizes that the Employer's daily staffing needs may change from unit to unit, shift to shift and that the Employer has the right to schedule Regular and Relief Nurses according to those needs.

34.2 Temporary Staff Reductions.

34.2.1 Enforced Absence (EA) Time. The Policy on Enforced Absence (EA) Time will be reviewed annually by the LPCH Nursing Practice Committee. The Employer may change the Policy on EA Time, but only after consulting with the LPCH Nursing Practice Committee as to any recommendations for changes. Factors to be considered in EA Time policies include work available in other units, canceling Registry Nurses, and canceling Relief Nurses.

PTO Shortage Caused by EA Time. If a Regular Nurse has insufficient PTO to cover a prescheduled vacation as a result of the Nurse's use of PTO in the last 12 months for EA time, s/he shall have the same rights under unit policy for scheduling vacation as if s/he still had the PTO hours which were used to cover the EA time. If the vacation is scheduled in accordance with unit policy, the Regular Nurse must use any accrued PTO hours during the vacation, and the portion of the vacation not covered by accrued PTO will be unpaid leave.

34.2.2 Temporary Layoffs (One Month or More) .

a. Discussions with CRONA. Before the Employer makes any temporary reduction (of one month or more) of Regular Nurses covered by this Agreement, CRONA will in good faith work with the Employer to attempt to develop equitable staffing for the units affected, including the feasibility of the following: temporary reduction in work commitment by individual Nurses; credit for voluntary use of PTO; credit for enforced absent days; implementation of rotation of enforced absent days; proportional reduction of hours among Regular Nurses; cross-training.

b. Order of temporary layoffs. If the Employer determines, in its sole discretion, that there should be temporary layoffs among Regular Nurses, seniority shall be the determining factor for making any necessary temporary layoffs, provided that in the Employer's judgment skill and ability of the Regular Nurses affected is substantially equal, and in accordance with the Employer assessment of its operational needs. For Regular Nurses with the same Seniority Date order of seniority shall be determined by application date, if the application date is the same it shall be determined by lot.

34.2.3 "A" Time Credit. Nurses eligible to accrue PTO shall accrue "A" Time Credit on the same productive hours as PTO is accrued, at the following accrual rate.

The purpose of the "A" Time Credit is to compensate Regular Nurses at their base hourly wage rate, including shift differential, when they are absent from work as a result of "A" Time resulting from excess staffing on a unit. The Regular Nurse may choose to use PTO, "A" Time Credit or unpaid hours for Absent time. Accrued "A" Time may be used during any waiting period for State Disability insurance or Workers' Compensation and to supplement any such disability payments during a period of disability.

"A" Time Credit	Time Accrued Per Hour Worked
First Year of Employment	.0243
2nd through 3rd year	.0253
4th through 9th year	.0265
10th and subsequent years	.0273

Effective in August of each year a Regular Nurse's accumulated "A" Time will automatically be retained in the Regular Nurse's "A" Time bank unless the Nurse requests that the "A" Time be converted to PTO or cashed out based on the same calculation as cashing out PTO.

- 34.2.4 Scheduling of Relief Nurses. In periods of staff reduction, Relief Nurses shall be scheduled according to need and pursuant to the terms of Section 14.13.1 of this Agreement.

- 34.3 Permanent or Indefinite Layoff. If, in the judgment of the Employer, budgetary or operational considerations require a permanent curtailment of operations or permanent layoff of Regular Nurses, the layoffs will be accomplished in accordance with this subsection.
 - 34.3.1 Notice. When the Employer determines that a permanent or indefinite layoff of Regular Nurses is imminent, it shall give CRONA such advance notice as is reasonable under the circumstances. When individual Nurses are selected for layoff, each shall be given at least thirty (30) calendar days' notice or pay in lieu of such notice. A copy of each individual notice shall be sent to CRONA at the same time. The notice may be rescinded if circumstances develop that the Nurse is to be retained, reassigned, or offered another position. If a Nurse resigns after being given notice of permanent layoff, the balance of the notice period will not be converted to pay, and the Nurse will not be eligible for severance pay unless released from employment by the Employer.

 - 34.3.2 Selection of Those to Be Laid-off. The Employer shall designate the area or areas including the unit as appropriate where layoffs are to occur and the number of Regular Nurse positions. Within the designated areas, the Employer will select Nurses for layoff by seniority provided that, in the Employer's judgment, skills and abilities of the affected Nurses are substantially equal, and in accordance with the Employer's assessment of operational needs. Where travelers are employed in a unit where layoffs are occurring, the contracts for the travelers in the unit will be terminated as soon as the terms of the contract permit, until all laid off Regular Nurses from that unit have the opportunity to return to a regular position, but not to exceed a period of twelve (12) months from the effective date of layoff.

34.3.3 Placement Alternative to Layoff. The Employer will, to the extent practicable, attempt to place Nurses selected for layoff in units with unfilled vacant positions, provided that, in the Employer’s judgment the Nurse possesses the requisite skill and ability to perform the actually expected work without additional training (as distinguished from orientation).

The Employer will meet with CRONA upon request to discuss the placement of Nurses under this subsection. A Nurse who is offered and refuses placement in a position at substantially equivalent base pay shall not be entitled to severance allowance as defined in Section 34.3.4 below.

In the event there are no unfilled vacant positions for which the Nurse possesses the requisite skill and ability without additional training, the Nurse may elect to displace the Relief Nurse in the unit of layoff, if any, with the most recent adjusted date of hire, provided that adjusted date of hire is more recent than that of the Nurse being laid off.

34.3.4 Severance Allowance. Regular full-time and part-time Nurses with one (1) year or more continuous employment as a Regular full-time or part-time Nurse, who have not refused a position of substantially equivalent pay offered by Stanford Hospital and Clinics, Lucile Packard Children’s Health Services, or Stanford University will be entitled to receive a severance allowance from the Employer according to the calculation schedule set forth below. Repayment of severance is in accordance with ~~34~~3.5 below.

If a Nurse subsequently accepts employment in another division or department within the Employer at any location other than those listed above, the Nurse is obligated to repay the severance in accordance with 30.3.5 below.

Calculation: Severance pay will be calculated by using the base monthly pay at time of layoff. The base monthly pay is obtained by multiplying the base hourly wage x 173.33 hours x the Nurse’s percent of full-time commitment. It does not include shift differential, overtime or other premium pay.

Schedule: Severance is payable on the Nurse’s last day of work according to the following table:

Years of Continuous Regular Nurse Employment	Severance Pay Eligibility In Months Of Base Pay
1 year but less than 2	.5
2 years but less than 4	1
4 years but less than 7	2
7 years but less than 10	3
10 years but less than 12	4
12 years but less than 14	5
14 years but less than 16	6

16 years but less than 18	7
18 years but less than 20	8
20 years but less than 22	9
22 years but less than 24	10
24 years but less than 26	11
26 years or more	12

- 34.3.5 Repayment of Severance. Prior to receiving severance pay, a Regular Nurse must sign an agreement (Severance Repayment Agreement) to repay severance to the Employer if re-employed (temporary or regular) by the Employer within one year of the effective date of layoff. In that event, the Nurse may retain that portion of the severance pay equal to the base pay s/he would have earned if not laid off. The balance is to be repaid either in full at the time of re-employment or by payroll deduction. A Nurse may request other arrangements and, if approved, the schedule of repayment will be established by written agreement between the Nurse and the Director of Employee and Labor Relations, or designee.
- 34.3.6 Continuation of Benefits. Nurses on layoff status have the option of purchasing health, dental and vision insurance at the group rate available to the Employer for a period of up to eighteen (18) months following the date of layoff in accordance with COBRA. These premiums must be paid monthly, in advance, by the Nurse.
- 34.3.7 Re-employment. Nurses will be treated as a new hire for purposes of the trial period and setting initial compensation, except that s/he will have initial compensation at the Nurse level and step at the time of layoff, and no trial period, if rehired within 12 months into the same unit. The Nurse's date of eligibility for the next step increase will be in accordance with Section 6.4.1. Repayment of a portion of the severance allowance may be required in accordance with section 34.3.5 above.
- 34.3.8 Re-employment Preference. For twelve months following the date of layoff, a Nurse who has been permanently or indefinitely laid off shall be given preference for employment in any posted Nurse vacancy for which s/he applies, unless in the judgment of supervision, another applicant for the position is better qualified. The Employer shall have sole discretion as to the determination of appropriate Nurse level for Nurses exercising this preference.

**SECTION 35
RESERVE RIGHTS OF THE EMPLOYER**

Except as modified or restricted by the express terms of this Agreement, the Employer reserves to itself all rights and functions of management including, but not limited to, the ability to determine the nature and scope of Employer functions, the ability to establish and alter methods of operation, including the determination of appropriate staffing levels, the determination of shift and duty assignments and the right to hire, promote, demote, suspend, discipline or discharge. It is agreed that this Agreement sets forth expressly all restrictions on the functions and rights of the Employer and no implied restrictions or obligations exist or may be relied upon in interpreting or applying this Agreement.

SECTION 36
PROFESSIONAL NURSE DEVELOPMENT PROGRAM

During the course of their 2010-2011 negotiations, the parties negotiated a Professional Nurse Development Program (“PNDP”), which is incorporated by reference herein. The intent and purpose of the PNDP is to improve nursing practice at the Hospitals and not to limit or cap the number of nurses who can achieve or retain Clinical Nurse III or IV status if they satisfy the criteria of the PNDP. The parties agree to apply the criteria and procedures set forth in the PNDP in good faith. The Hospital shall not use the criteria or procedures set forth in the PNDP to impose a cap on the number of Nurses who may achieve or retain Clinical Nurse III or IV status. A Nurse denied a promotion or renewal may exercise the appeal rights set forth in the PNDP, but may not grieve the decision. Nothing in this Agreement shall prevent the parties from negotiating changes to the PNDP in future negotiations, including the introduction of limits on the number of Clinical Nurse III or IVs.

1. The Hospital agrees to provide training on how to write exemplars.
2. Applicants will be provided information regarding programs that exist to support RNs in improving their clinical expertise and professional development such as training and scholarship programs that are available.
3. Panel members appointed by CRONA will be paid by the hospital pursuant to the “Staff and Committee Meetings” provisions of the Agreements (Section 7.10). A Nurse appointee may take the panel time within his or her commitment with the advance agreement of the supervisor.
4. The wage scales for the Clinical Nurse III and Clinical Nurse IV positions shall be as set forth in Appendix “A” – Wage Schedule. The change to a Clinical Nurse rate of pay will be effective beginning the pay period following written notice of acceptance for promotion or final appeal of a demotion.
5. Transition Period.
 - a. Effective May 11, 2016, Nurses who are currently Staff Nurse IIIs or Staff Nurse IVs shall be reclassified as Clinical Nurse IIs and placed on the step on the Clinical Nurse II wage scale that is commensurate with his/her service or prior experience credit (e.g., if s/he is on Step 5 of the Staff Nurse IV wage scale s/he will be placed at Step 5 of the Clinical Nurse II wage scale).
 - b. If a Clinical Nurse II applies for Clinical Nurse IV and is denied, but the Panel determines that the Nurse meets the Clinical Nurse III requirements, the Panel shall offer a Clinical Nurse III position to the Nurse.
 - c. At the time of renewal in a non-panel year, if a Clinical Nurse IV is unable to maintain his/her Clinical Nurse IV status but the Nurse Manager determines that the Nurse meets the requirements for Clinical Nurse III, the Nurse Manager shall offer the Nurse a Clinical Nurse III position.
 - d. All Clinical Nurses who terminate and seek reemployment must come back as Clinical Nurse II or a Relief Clinical Nurse II.

- e. BSN Waiver – A nurse with five (5) or more years of service as a registered nurse, two (2) or more continuous years of service with Stanford Hospital & Clinics and/or Lucile Packard Children’s Hospital, and who was a Staff Nurse III or Staff Nurse IV as of October 1, 2015, but does not possess a BSN or MSN degree or a Doctorate of Nursing and does not desire to enroll in classes to obtain such a degree, will be considered to meet the educational requirement for becoming a Clinical Nurse III or Clinical Nurse IV if the nurse has or obtains a nationally recognized certification, as specified in subsection (iii) below. Notwithstanding the foregoing, a nurse who was a Staff Nurse III or Staff Nurse IV as of October 1, 2015 with at least twenty (20) years of service with Stanford Hospital & Clinics and/or Lucile Packard Children’s Hospital, shall be eligible for this waiver of a BSN or higher degree, regardless whether that nurse has or obtains a nationally recognized certification.
 - i. To be eligible for a waiver of a BSN or higher degree, the nurse must have obtained a Clinical Nurse III or Clinical Nurse IV position no later than March 31, 2019 and thereafter may use the BSN waiver to maintain such a position. The nurse may use the BSN waiver to apply multiple times for Clinical Nurse III and/or Clinical Nurse IV level.
 - ii. A nurse who obtains a Clinical Nurse III or Clinical Nurse IV position pursuant to this BSN waiver provision and thereafter maintains a nationally recognized certification specified in subsection (iii) below (if required under this provision) will be deemed during future review periods to meet the requirement for purposes of retaining the Clinical Nurse III or Clinical Nurse IV status that the nurse obtained prior to March 31, 2019.
 - iii. A certification that qualifies for the BSN waiver is either the most applicable certification in the nurse’s area of specialty or a certification that supports the basic clinical practice in the nurse’s area of work, e.g., pediatric certification for pediatric units and clinics at LPCH; O.B. certification for O.B. clinics and Labor & Delivery and Postpartum units at LPCH; medical/surgical certification for acute care pediatric units and clinics at LPCH, acute care units and clinics at SHC, and the cancer centers at LPCH and SHC; critical care certification for critical care units at SHC or LPCH; or ambulatory care certification for outpatient clinics at LPCH and SHC (other than the cancer centers).
 - iv. The seniority and experience requirements provided for in this section shall be determined as of April 7, 2011.
- f. Nurses who apply for and are accepted for Clinical Nurse III or Clinical Nurse IV status under the Professional Nurse Development Program will be placed on the step on the appropriate Clinical Nurse III or Clinical Nurse IV scale commensurate with their service or prior experience credit (e.g., if

they are on Step 5 of the Staff II wage scale and are accepted as a Clinical Nurse III or IV, they will be placed at the Step 5 of the applicable wage scale).

- g. The Hospital agrees that, during the life of the 2016 – 2019 Agreement, it will maintain records of all applicants for Clinical Nurse III or Clinical Nurse IV who go before the Clinical Nurse Selection Panel, whether they are accepted or rejected by the Panel, the reason given for rejecting each nurse, who among those rejected utilized the appeal process, and the result of the appeal process in each case. At the completion of each application period, the information concerning nurses who are rejected (identified by Employee ID Number) will be compiled and shared with CRONA in Joint Conference.
- h. Role of Panel during term of 2016 – 2019 Agreement: Notwithstanding Section XI (7) of the PNDP, no changes shall be made to the negotiated terms of the PNDP during the term of the 2016 – 2019 Agreement. As provided by Section XI(6) of the PNDP, the PNDP panel may continue to exercise its authority to interpret the terms of the PNDP. In addition, the PNDP Panel may make recommendations as provided by Section XI(7) on procedural and other issues that are not addressed by the terms of the PNDP.

SECTION 37 SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any paragraph or subparagraph should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such paragraph or subparagraph to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

SECTION 38 SUPERVISORY STATUS OF COVERED NURSES

- 38.1 Notwithstanding any other provision in this Agreement, the Employer agrees not to, and hereby expressly waives any right it may have to, withdraw recognition concerning, or to petition for unit clarification concerning, or take any other action direct or indirect for the purpose of challenging the inclusion in the bargaining unit of, any Nurses, or job classifications or titles, who or which are currently in the bargaining unit (including, but not limited to, Resource Nurses), on the ground that they are, or may be supervisors, or supervisory, within the meaning of the National Labor Relations Act, as amended ("NLRA").
- 38.2 The Employer further agrees that it will not challenge in any manner CRONA's right to represent any Nurse employed in any job classification covered by the Agreement (including but not limited to Resource Nurses) based on a claim, in whole or in part, that such Nurse is or may be a supervisor within the meaning of the NLRA.

- 38.3 If, at the expiration of the Agreement, the Employer and CRONA agree to extend the terms of the Agreement while they negotiate a successor agreement, subsections 1 and 2 shall remain binding on the Employer during the period of the extension.
- 38.4 This Section 38 is intended to preserve the existing covered classifications and is not intended to expand the coverage of Section 1, Recognition and Coverage.

The undersigned, as authorized representatives of CRONA and Lucile Packard Children's Hospital, attest the ratification and approval of this Agreement, its Glossary and attached Side Letters.

SIGNATURE PAGE [TO BE UPDATED/CONFIRMED]

Dated: _____

**Committee For Recognition Of Nursing
Achievement**

Colleen Borges, R.N.
President, CRONA

Eileen Grove, R.N.
Vice President, CRONA

Sunny Balson, R.N.

Vanessa Brewer, R.N.

Kathleen Casey, R.N.

Stacy Rusterholtz, R.N.

Amy Kreibhl, R.N.

Dan Purtell
Labor Counsel

B.J. Chisholm
Labor Counsel

Dated: _____

Lucile Packard Children's Hospital

Laurie Quintel
Human Relations Director

Cordelia Jewell
Patient Care Manager, NICU

Beverly Schuler
Patient Care Manager, OR Preiop

Jane Russell
Associate Chief Nursing Officer

Jamie Vik
Patient Care Manager, Ambulatory Care

Deanna Mattoch
Bargaining Coordinator

Michael Brown Sr.
Financial Planning

Curt Kirschner
Labor Counsel

**APPENDIX “A”
WAGE SCHEDULE**

Basic Salary. Effective April 1, 2016 and extending through March 31, 2019 the following will be the minimum salaries, subject to the requirements for step advancement, for Nurses in the following classifications.

Effective at the start of the pay period closest to April 1, 2016, which begins March 27, 2016 (4% retroactive wage increase for Clinical Nurse I, II, III, IV); Relief differential \$5.50 per hour:

Step	Clinical Nurse I	Clinical Nurse II	Clinical Nurse III	Clinical Nurse IV	Staff Nurse III	Staff Nurse IV
1	59.64					
2		61.46	64.20	67.07	61.46	61.46
3		63.84	66.77	69.76	63.84	63.84
4		66.45	69.43	72.53	66.45	66.45
5		69.12	72.21	75.50	69.12	69.12
6		71.94	75.15	78.46	71.94	71.94
7		74.74	78.12	81.61	74.74	74.74
8*		77.83	81.28	84.96	77.83	77.83
9**		79.38	82.88	86.67	79.38	79.38
10***		80.98	84.53	88.40	80.98	80.98

Step	Relief Clinical Nurse I	Relief Clinical Nurse II	Relief Clinical Nurse III	Relief Clinical Nurse IV	Relief Nurse III	Relief Nurse IV
1	65.14					
2		66.96	69.70	72.57	66.96	66.96
3		69.34	72.27	75.26	69.34	69.34
4		71.95	74.93	78.03	71.95	71.95
5		74.62	77.71	81.00	74.62	74.62
6		77.44	80.65	83.96	77.44	77.44
7		80.24	83.62	87.11	80.24	80.24
8*		83.33	86.78	90.46	83.33	83.33
9**		84.88	88.38	92.17	84.88	84.88
10***		86.48	90.03	93.90	86.48	86.48

* Longevity step after completion of 2 years at Step 7

** Longevity step at 15 years of continuous service

*** Longevity step at 20 years of continuous service

Effective May 22, 2016 (Relief Nurses in the C classification will receive an additional Seven Dollars and Fifty Cents (\$7.50) per hour added to the Relief Nurse’s hourly base wage rate; Relief Nurses in the Limited, A, and B classifications will receive an additional Ten Dollars (\$10.00) per hour added to the Relief Nurse’s hourly base wage rate):

Step	Clinical Nurse I	Clinical Nurse II	Clinical Nurse III	Clinical Nurse IV
2	61.46	61.46	64.20	67.07
3		63.84	66.77	69.76
4		66.45	69.43	72.53
5		69.12	72.21	75.50
6		71.94	75.15	78.46
7		74.74	78.12	81.61
8*		77.83	81.28	84.96
9**		79.38	82.88	86.67
10***		80.98	84.53	88.40

Step	Relief Clinical Nurse I (Limited, A and B)	Relief Clinical Nurse II (Limited, A and B)	Relief Clinical Nurse III (Limited, A and B)	Relief Clinical Nurse IV (Limited, A and B)	Relief Clinical Nurse I (C)	Relief Clinical Nurse II (C)	Relief Clinical Nurse III (C)	Relief Clinical Nurse IV (C)
2	71.46	71.46	74.20	77.07	68.96	68.96	71.70	74.57
3		73.84	76.77	79.76		71.34	74.27	77.26
4		76.45	79.43	82.53		73.95	76.93	80.03
5		79.12	82.21	85.50		76.62	79.71	83.00
6		81.94	85.15	88.46		79.44	82.65	85.96
7		84.74	88.12	91.61		82.24	85.62	89.11
8*		87.83	91.28	94.96		85.33	88.78	92.46
9**		89.38	92.88	96.67		86.88	90.38	94.17
10***		90.98	94.53	98.40		88.48	92.03	95.90

* [Longevity step after completion of 2 years at Step 7](#)

** [Longevity step at 15 years of continuous service](#)

*** [Longevity step at 20 years of continuous service](#)

Effective at the start of the pay period that begins July 17, 2016 ([additions and adjustments to longevity steps 9-13](#)): [\(Relief Nurses in the C classification will receive an additional Seven Dollars and Fifty Cents \(\\$7.50\) per hour added to the Relief Nurse’s hourly base wage rate;](#)

Relief Nurses in the Limited, A, and B classifications will receive an additional Ten Dollars (\$10.00) per hour added to the Relief Nurse’s hourly base wage rate):

Step	Clinical Nurse I	Clinical Nurse II	Clinical Nurse III	Clinical Nurse IV
2	61.46	61.46	64.20	67.07
3		63.84	66.77	69.76
4		66.45	69.43	72.53
5		69.12	72.21	75.50
6		71.94	75.15	78.46
7		74.74	78.12	81.61
8 _⌋		77.83	81.28	84.96
9 _{⌋⌋}		78.61	82.09	85.81
10 _{⌋⌋⌋}		80.18	83.73	87.53
11 _⌈		81.78	85.40	89.28
12 _{⌈⌈}		82.60	86.25	90.17
13 _{⌈⌈⌈}		83.43	87.11	91.07

Step	Relief Clinical Nurse I (Limited, A and B)	Relief Clinical Nurse II (Limited, A and B)	Relief Clinical Nurse III (Limited, A and B)	Relief Clinical Nurse IV (Limited, A and B)	Relief Clinical Nurse I (C)	Relief Clinical Nurse II (C)	Relief Clinical Nurse III (C)	Relief Clinical Nurse IV (C)
2	71.46	71.46	74.20	77.07	68.96	68.96	71.70	74.57
3		73.84	76.77	79.76		71.34	74.27	77.26
4		76.45	79.43	82.53		73.95	76.93	80.03
5		79.12	82.21	85.50		76.62	79.71	83.00
6		81.94	85.15	88.46		79.44	82.65	85.96
7		84.74	88.12	91.61		82.24	85.62	89.11
8 _⌋		87.83	91.28	94.96		85.33	88.78	92.46
9 _{⌋⌋}		88.61	92.09	95.81		86.11	89.59	93.31
10 _{⌋⌋⌋}		90.18	93.73	97.53		87.68	91.23	95.03
11 _⌈		91.78	95.40	99.28		89.28	92.90	96.78
12 _{⌈⌈}		92.60	96.25	100.17		90.10	93.75	97.67
13 _{⌈⌈⌈}		93.43	97.11	101.07		90.93	94.61	98.57

⌋ Longevity step after completion of 2 years at Step 7

⌋⌋ Longevity step at 10.5 years of continuous service

⌋⌋⌋ Longevity step at 15 years of continuous service

[^] Longevity step at 20 years of continuous service

^{^^} Longevity step at 25 years of continuous service

^{^^^} Longevity step at 30 years of continuous service

Effective at the start of the pay period closest to April 1, 2017, which the parties agree for purposes of this Agreement will be March 26, 2017 (4% wage increase for Clinical Nurse I, II, III, IV-); Relief Nurses in the C classification will receive an additional Seven Dollars and Fifty Cents (\$7.50) per hour added to the Relief Nurse’s hourly base wage rate; Relief Nurses in the Limited, A, and B classifications will receive an additional Ten Dollars (\$10.00) per hour added to the Relief Nurse’s hourly base wage rate);

Step	Clinical Nurse I	Clinical Nurse II	Clinical Nurse III	Clinical Nurse IV
2	63.92	63.92	66.77	69.75
3		66.39	69.44	72.55
4		69.11	72.21	75.43
5		71.88	75.10	78.52
6		74.82	78.16	81.60
7		77.73	81.24	84.87
8 [*]		80.94	84.53	88.36
9 ^{**}		81.75	85.3 78	89.24
10 ^{***}		83.39	87.0 89	91.0 32
11 [^]		85.0 56	88.8 23	92.8 54
12 ^{^^}		85.9 04	89.7 02	93.7 87
13 ^{^^^}		86.77	90.5 962	94.71

Step	Relief Clinical Nurse I (Limited, A and B)	Relief Clinical Nurse II (Limited, A and B)	Relief Clinical Nurse III (Limited, A and B)	Relief Clinical Nurse IV (Limited, A and B)	Relief Clinical Nurse I (C)	Relief Clinical Nurse II (C)	Relief Clinical Nurse III (C)	Relief Clinical Nurse IV (C)
2	73.92	73.92	76.77	79.75	71.42	71.42	74.27	77.25
3		76.39	79.44	82.55		73.89	76.94	80.05
4		79.11	82.21	85.43		76.61	79.71	82.93
5		81.88	85.10	88.52		79.38	82.60	86.02
6		84.82	88.16	91.60		82.32	85.66	89.10
7		87.73	91.24	94.87		85.23	88.74	92.37
8 [*]		90.94	94.53	98.36		88.44	92.03	95.86
9 ^{**}		91.75	95.3 78	99.24		89.25	92.8 78	96.74

10***		93.39	97.089	101.032		90.89	94.589	98.532
11^		95.056	98.823	102.854		92.556	96.323	100.354
12^		95.904	99.702	103.787		93.404	97.202	101.287
13^^		96.77	100.5962	104.71		94.27	98.0942	102.21

* Longevity step after completion of 2 years at Step 7

** Longevity step at 10.5 years of continuous service

*** Longevity step at 15 years of continuous service

^ Longevity step at 20 years of continuous service

^^ Longevity step at 25 years of continuous service

^^ Longevity step at 30 years of continuous service

Effective at the start of the pay period closest to April 1, 2018, which the parties agree for purposes of this Agreement will be March 25, 2018 (4% wage increase for Clinical Nurse I, II, III, IV-); (Relief Nurses in the C classification will receive an additional Seven Dollars and Fifty Cents (\$7.50) per hour added to the Relief Nurse’s hourly base wage rate; Relief Nurses in the Limited, A, and B classifications will receive an additional Ten Dollars (\$10.00) per hour added to the Relief Nurse’s hourly base wage rate):

Step	Clinical Nurse I	Clinical Nurse II	Clinical Nurse III	Clinical Nurse IV
2	66.48	66.48	69.44	72.54
3		69.05	72.22	75.45
4		71.87	75.10	78.45
5		74.76	78.10	81.66
6		77.81	81.29	84.86
7		80.84	84.49	88.26
8*		84.18	87.91	91.89
9**		85.02	88.789	92.81
10***		86.732	90.567	94.67
11^		88.45	92.378	96.56
12^		89.343	93.2930	97.53
13^^		90.242	94.213	98.504

Step	Relief Clinical Nurse I (Limited, A and B)	Relief Clinical Nurse II (Limited, A and B)	Relief Clinical Nurse III (Limited, A and B)	Relief Clinical Nurse IV (Limited, A and B)	Relief Clinical Nurse I (C)	Relief Clinical Nurse II (C)	Relief Clinical Nurse III (C)	Relief Clinical Nurse IV (C)
2	76.48	76.48	79.44	82.54	73.98	73.98	76.94	80.04

3		79.05	82.22	85.45		76.55	79.72	82.95
4		81.87	85.10	88.45		79.37	82.60	85.95
5		84.76	88.10	91.66		82.26	85.60	89.16
6		87.81	91.29	94.86		85.31	88.79	92.36
7		90.84	94.49	98.26		88.34	91.99	95.76
8*		94.18	97.91	101.89		91.68	95.41	99.39
9**		95.02	98.7 89	102.81		92.52	96.2 89	100.31
10***		96.7 32	100.5 67	104.67		94.2 32	98.0 67	102.17
11^		98.45	102.3 78	106.56		95.95	99.8 78	104.06
12^^		99.3 43	103.2 930	107.53		96.8 43	100.7 980	105.03
13^^^		100.2 42	104.2 13	108.5 04		97.7 42	101.7 13	106.0 04

* Longevity step after completion of 2 years at Step 7

** Longevity step at 10.5 years of continuous service

*** Longevity step at 15 years of continuous service

^ Longevity step at 20 years of continuous service

^^ Longevity step at 25 years of continuous service

^^^ Longevity step at 30 years of continuous service

GLOSSARY

The following definitions are intended to clarify the use of certain phrases and terms used throughout this Agreement. It is not necessarily all-inclusive.

Base Rate: The actual hourly base pay, excluding any applicable shift differential, overtime, Employer-paid benefits, or other allowances or premiums.

Regular Hourly Rate Of Pay: An hourly rate which is equal to the Nurse's hourly base wage rate inclusive of any applicable shift differential.

Workday: The Nurse's individual workday which is the consecutive twenty-four hour period beginning with the time the Nurse is actually scheduled to begin work. Example: A Nurse usually scheduled to work the day shift beginning at 7:00 A.M. has an individual workday from 7:00 A.M. one calendar day until 6:59 A.M. the next calendar day.

Hire Date: Most recent date of employment (first day of work) at Lucile Salter Packard Children's Hospital at Stanford.

Seniority Date: The hire date at the Employer; or, for those Regular Nurses hired prior to June 12, 1991, the initial hire date at Stanford University Hospital or the former Children's Hospital at Stanford. See Section 33.1.

Adjusted Hire Date: For those Regular Nurses hired prior to June 12, 1991, the Adjusted Hire Date from Stanford University Hospital or the former Children's Hospital at Stanford. For those Regular Nurses hired on or after June 12, 1991, the Adjusted Hire Date is the hire date, unless hire was as an "A" or Limited Relief Nurse. See Sections 33.1 and 14.4, and as otherwise modified by the terms of this Agreement.

Absent "A" Time: Time off given to staff who are not needed to work for the shift or part of the shift on their unit.

Absent "A" Time Credit: Refers to hours accrued on time worked which can be used if the Nurse so desires to cover "A" time taken whether voluntary or involuntarily.

APPENDIX “B”

8/12 HOUR STAFFING MIX

2004

The Employer acknowledges the importance of the 8/12 hour shift mixes to CRONA and agrees to have 8/12 hour shift mixes in the acute and critical regions. Specifically, acute care; ONC/BMT, surgery and transplant units, and in critical care; PICN, NICU and PICU. Notwithstanding the foregoing, if the number of 8 hour Nurses in any of the units declines to zero as a result of attrition, that unit will no longer be subject to this Appendix B.

SIDE LETTER

**Between
Lucile Packard Children's Hospital
And
Committee for Recognition of Nursing Achievement (CRONA)
1998**

During negotiations between the Employer and Stanford Hospital and Clinics for the following items were agreed to be included in a side letter for the term of the current agreement.

A. Staffing.

For the term of this agreement, the parties agree that if there are issues under Section 31.3 which have been referred to the Vice President of Patient Care Services and the President of CRONA and have not been resolved, they will engage a mediator through the Federal Mediation and Conciliation Service to facilitate further consensus building. The parties further agree that notwithstanding this side letter and Section 31.3 the Employer retains the ultimate discretion regarding issues that arise under Section 31.

B. Parking.

The Employer recognizes the concerns raised by CRONA over security and parking and will use its best efforts to work with Stanford University to provide adequate shuttle service and security for Nurses on all shifts. During the term of the agreement, the parties will continue to explore problem-solving issues regarding parking and lighting at the Quarry Road parking lot.

C. Relief Nurses.

The employer shall not unreasonably restrict a Relief Nurse "A" from moving to Relief Nurse "B".

~~D. Criteria for Staff Nurse III and IV.~~

~~Definitions — For the purposes of this Side Letter:~~

~~"Goals" means the document entitled "Goals for Demonstration of Leadership and Educational Skills" for attainment of Staff Nurse III and IV are as contained in the June 4, 2000 letter from Lucile Salter Packard Children's Hospital to CRONA, as modified on June 19, 2000 as modified in this side letter;~~

~~"Performance Standards" means the number attributed to each activity in the Goals — hours, shifts, etc.~~

~~Assessment Period~~

~~As part of the evaluation process, each Nurse at the Staff Nurse III or IV level shall meet with her/his manager to agree on acceptable goals and Performance Standards targets. During the evaluation year the manager and the Nurse shall review the Nurse's progress~~

~~toward achieving the target Performance Standards and, if appropriate, adjust the targets.~~

~~Modification of the Criteria~~

~~Individual Managers may not set specific criteria without going through the Nurse Practice Committee.~~

SIDE LETTER

**Between
Lucile Packard Children's Hospital
And
CRONA**

RE RESOURCE NURSE POSITIONS

2004

CRONA recognizes the Hospital's concerns regarding the continuity of the application of the Resource Nurse role. CRONA and the Hospital also recognize that each and every Nurse who fulfills that role on any shift is deserving of acknowledgement of the role they play and should be compensated therefor. All Nurses who act in the role of Resource Nurse will receive appropriate education and training.

Any program to establish regular designated Resource Nurse positions for any unit will be discussed and details finalized in Nurse Practice Committee. Such details should include (but not limited to): the minimum number of clinical hours required to maintain clinical skills, etc., the clinical and leadership requirements, the number of permanent Resource Nurses required, and an evaluation process for the program.

SIDE LETTER

**Between
Lucile Packard Children's Hospital
And
CRONA**

RE ON CALL AND OVERTIME ISSUES IN THE O.R.s AND P.A.C.U.s

2007

This Side Letter applies during the life of the 2007-2010 Agreement to the Employees in the ORs and PACUs only, unless and to the extent that the application of a portion hereof is made applicable by specific reference to other unit/departments. The Side Letter shall take effect when the new PACU On-Call Procedure referred to in Section A is approved and implemented.

A. On Call Shift Selection/Assignment Procedures

The existing on call shift selection and assignment procedures in effect in the PACU will remain in effect until a new procedure is jointly developed by the parties, and reviewed and approved by the Employer. That on call shift selection and assignment procedure will remain in effect unless and until PACU on call committee recommends a change which is adopted by the vote of 2/3 of the employees performing call in the PACU, and reviewed and approved by the Employer.

In the ORs that are expected to be opened during the life of the Master Agreement between the parties, prior to the development of an on call selection and assignment procedure by an on call committee, and adoption by 2/3 of the employees to perform on call in the unit and review and approval by the Employer, the policy for selection of, and assignment of on call shifts shall be that presented to CRONA during the negotiations of the 2007 Agreement and dated February 16, 2007.

In any new unit where call is utilized during the life of this Side Letter prior to the development of an on call selection and assignment procedure by an on call committee, and adoption by 2/3 of the employees to perform on call in the unit and review and approval by the Employer, the following selection process will apply:

Each Nurse will select one weekday on call shift and, if there is weekend call, one weekend on call shift in order of seniority until every Nurse eligible to take call has had an opportunity to select one shift. Thereafter, Nurses may select one or more additional shifts in order of seniority until all shifts are selected, or no one wishes to select additional shifts. The Employer may limit the number of shifts selected by any Nurse based upon considerations of patient and employee safety.

If all of the on call shifts are not selected through the preceding process, the Employer will assign on call shifts by inverse seniority, except that it will first assign a shift to any Nurse who declined to select any on call shifts in the voluntary selection process, allowing the Nurse to select which of the unassigned on call shifts he or she wishes from the shifts remaining at the time, until all of the shifts have been assigned. The Employer may decline to assign a shift to a junior Nurse based upon considerations of patient and employee safety.

B. On Call/Call Back Contiguous With a Scheduled Shift

On call schedules will be posted at least two (2) weeks prior to the effective date of the on call schedule. If a Nurse has volunteered for or been assigned to an on call shift that begins immediately upon the end of the Nurse's regular work shift, and the Nurse is advised that his or her services on a call back basis will be required at the beginning of the on call shift, or is called and reports back to work within ninety (90) minutes of the end of her/his regular work shift, then on the second and each subsequent occasion during a pay period that the Nurse is similarly on call beginning at the end of his/her regular work shift and is informed that (s)he will be required to perform call back work at the beginning of the shift, or is called back and reports to work within ninety (90) minutes of the end of his/her regular work shift, the time spent on call back will be paid an additional half time premium (i.e., double time if the call back would otherwise be paid at time and one-half, and double time and a half if the call back pay would otherwise be paid at double time). This provision does not apply to time spent working beyond the shift to finish reporting or charting, or to finish the Nurse's own assigned duties where the time spent is sixty (60) minutes or less.

C. Mandatory Overtime

If, during a pay period, a Nurse has already performed mandated overtime and the Nurse is subsequently mandated by the Employer to perform additional overtime during the same pay period, the mandated overtime hours worked on the second occasion and all subsequent mandated hours of overtime worked during the pay period shall be compensated at two times (2X) the Nurse's regular rate of pay if the overtime would otherwise be at time and one-half (1-1/2X), or at double time and one-half (2-1/2X) of the Nurse's regular rate if the overtime would otherwise be at double time (2X). In order for the overtime to be "mandated" or "mandatory," the Nurse must have refused in writing to take the assignment, and thereafter been directed to do so by the Employer. Overtime at the end of the Nurse's shift of up to one hour to complete a procedure, to complete charting or report, or otherwise to finish the Nurse's own assigned duties will not be considered to be mandated overtime for purposes of this Side Letter.

D. Unavoidable Conflicts and Unforeseen Emergencies

If a Nurse has a specific unavoidable commitment or an emergency that affects the Nurse's ability to stay beyond the end of his or her shift beyond the time required to complete charting and report, or to finish his/her own assigned duties, the Nurse will inform the Patient Care Manager, Assistant Patient Care Manager, or in their absence the Resource Nurse, of the unavoidable conflict or emergency as far in advance as is possible. Should the need for overtime thereafter arise on the date and shift involved, the Employer will make all reasonable efforts to secure the needed coverage by other Nurses who are present and working, or by floating in order to accommodate the conflict or emergency if possible. The Nurse so accommodated will be expected to be reasonably available to assist in providing coverage should another Nurse have an unavoidable conflict or emergency on a subsequent occasion.

If a Nurse has volunteered for or been assigned to an on call shift and is unable to perform it because of an unavoidable conflict or emergency, the Nurse will inform the Patient Care Manager, the Assistant Patient Care Manager, or in their absence the Resource Nurse, as far in advance as is possible, and if the conflict is known in advance will make all reasonable efforts to obtain a trade of on call shifts with another Nurse. If the Nurse cannot obtain a trade of on call shifts with another Nurse and no other Nurse volunteers to take the on call shift with the result that the Employer is required to provide the necessary coverage by involuntary assignment to

another Nurse or Nurses, the Nurse who was unable to work the shift as scheduled will be expected to be reasonably available to assist in providing coverage by a trade of on call shifts, or by volunteering to take an additional on call shift, should another Nurse subsequently have an unavoidable conflict or emergency requiring similar efforts to accommodate his/her need.

The Employer will generally make efforts to obtain voluntary coverage for overtime and on call shifts, and it is understood that the provisions described above are intended to address the occasional unavoidable conflict and emergency situations only.

The provisions of this Section do not constitute a guarantee that the Employer will be able to accommodate the occasional unavoidable conflict or unforeseen emergency in every instance.

Disputes concerning the application and interpretation of the provisions of this Side Letter will be subject to the grievance and arbitration provisions of the Master Agreement between the parties.

SIDE LETTER

**Between
Lucile Packard Children's Hospital
and
CRONA**

Re: 2011 Health Benefits

Effective on a date specified by the Hospital at least thirty (30) days after the open enrollment period and notwithstanding any contrary provisions contained in Section 89 of the Agreement, Benefit Eligible Nurses shall be eligible to participate in the health benefit program (medical, dental, vision, and pharmacy) that is offered to the Hospital's non-represented employees under the same terms and conditions as the non-represented employees. Any changes to the health benefit program shall not affect when Benefit Eligible Nurses are eligible to receive paid health benefits during a Leave of Absence, which is governed by Section 184 of this Agreement.

Any changes in the health benefit program for 2012 and subsequent years shall be governed by the terms and conditions of Section 8 of the Agreement.

SIDE LETTER

**Between
Lucile Packard Children's Hospital
And
CRONA**

Re Use of Term "Regular" in 2011 – 2013 Agreement

In conjunction with their 2010 – 2011 negotiations, LPCH and CRONA revised Section 1.2 to clarify the terms "Regular Nurse" and "Relief Nurse" and the classifications covered by the 2011 – 2013 collective bargaining agreement ("Agreement"). In addition, the parties also agreed to the following:

"[T]he various references in the Agreement to the different categories and levels of nurses covered by this Agreement shall be revised to be consistent with the amended Section 1.2. The parties agree that these revisions are intended to provide consistency and clarity in the terminology used in the Agreement and are not intended to either expand or contract the substantive rights, benefits, and obligations provided by the Agreement."

During the course of updating the Agreement to reflect the agreed-upon terms, various issues arose regarding the replacement of the term "Staff" with "Regular," including the applicability of various provisions of the Agreement to Relief Nurses. In order to resolve those issues without modifying either party's underlying position regarding the applicability of certain provisions to Regular and/or Relief Nurses, the parties have agreed to this Side Letter and the following:

1. Despite the use of the term "Staff" in prior collective bargaining agreements, CRONA is preserving its right to argue that the past practices of the parties modified the terms of those contracts to the extent that certain provisions of those agreements that, on their face, applied just to Regular nurses were modified by the parties to apply to both Regular and Relief nurses. In addition, the use of the term "Regular" in a provision of the 2011-2013 agreement shall not be deemed a waiver by CRONA of its ability to argue that the provision has, in fact, been applied in the past to both Regular and Relief nurses. The fact that CRONA has permitted the term 'Regular Nurse' to be used in the 2011-13 Agreement in a provision in dispute shall not be interpreted as an agreement by CRONA that the provision does not apply to Relief Nurses.
2. The parties agree that LPCH can, in future disputes over the applicability of a provision to Relief Nurses, argue that the use of the term "Staff Nurse" in that provision in contracts prior to the 2011-2013 Agreement shows that it was not meant to apply to Relief Nurses, but LPCH agrees not to assert an argument that the use of the term "Regular Nurse" in the 2011-2013 Agreement demonstrates that CRONA agreed that the provision does not apply to Relief Nurses.
3. LPCH acknowledges and agrees that a past practice exists that Section 29.1.1 has been applied to both Regular and Relief Nurses who meet the criteria of this

section, even though this section in prior agreements stated on its face that it was applicable only to “Staff” nurses. CRONA has agreed to replace the word “Staff” with “Regular” in Section 29.1.1 of the 2011-2013 Agreement, but the parties agree that this should not be interpreted as an agreement by CRONA that the provision does not apply to Relief Nurses currently and in the future.

SIDE LETTER

**Between
Lucile Packard Children's Hospital
And
CRONA
Re Use of Travelers
2016**

In conjunction with their 2013 – 2016 and 2016 – 2019 negotiations, Lucile Packard Children's Hospital and CRONA discussed the Hospital's use of Travel Nurses ("Travelers"), including CRONA's concerns regarding extent of the use of Travelers at the Hospital. In light of these discussions, the parties have agreed as follows:

1. The Hospital will include the commitment level and active status of Nurses represented by CRONA in the information provided on a monthly basis to CRONA, in Excel or a comparable electronic format, under Section 4.3 of the Agreement;
2. The vacancies posted at the Hospital shall remain available online to CRONA;
3. On a monthly basis, the Hospital shall provide a list of all posted vacancies for positions within the bargaining unit, by Cost Center, that have remained unfilled for more than eight (8) weeks;
4. Upon CRONA's written request, which may be made no more often than every three (3) months, the Hospital shall provide to CRONA the monthly total FTEs by Cost Center of Travelers at the Hospital for the prior twelve (12) months or the period since the last such report was provided to CRONA, whichever period is shorter. The report shall be provided in Excel or a comparable electronic format; and
5. The Hospital's use of Travelers, including but not limited to the use reflected in and/or related to the information provided by the Hospital to CRONA pursuant to this Side Letter, may be discussed at the Joint Conference. If CRONA seeks to discuss this topic at a Joint Conference meeting, CRONA shall give at least seven (7) calendar day's notice to the Hospital.

This Side Letter is without prejudice to either CRONA's position or the Hospital's position regarding any contractual or other limitations on the Hospital's use of Travelers. CRONA has reserved any and all rights it has under the collective bargaining agreement to challenge the Hospital's use of Travelers, and the Hospital has reserved any and all rights it has to use Travelers at the Hospital.

SIDE LETTER

**Between
Lucile Packard Children's Hospital
And
CRONA**

RE ON CALL IN UNITS OTHER THAN O.R.'s AND P.A.C.U.'s

2016

This Side Letter applies only to units other than O.R.'s and P.A.C.U.'s.

A. On Call Shift Selection/Assignment Procedures

The existing on call shift selection and assignment procedures in effect in units covered by this Side Letter will remain in effect until a new procedure is jointly developed by the parties, and reviewed and approved by the Employer. That on call shift selection and assignment procedure will remain in effect unless and until the unit's on call committee recommends a change which is adopted by the vote of 2/3 of the employees performing call in that unit, and reviewed and approved by the Employer.

In any new unit where call is utilized during the life of this Side Letter prior to the development of an on call selection and assignment procedure by an on call committee, and adoption by 2/3 of the employees to perform on call in the unit and review and approval by the Employer, the following selection process will apply:

Each Nurse will select one weekday on call shift and, if there is weekend call, one weekend on call shift in order of seniority until every Nurse eligible to take call has had an opportunity to select one shift. Thereafter, Nurses may select one or more additional shifts in order of seniority until all shifts are selected, or no one wishes to select additional shifts. The Employer may limit the number of shifts selected by any Nurse based upon considerations of patient and employee safety.

If all of the on call shifts are not selected through the preceding process, the Employer will assign on call shifts by inverse seniority, except that it will first assign a shift to any Nurse who declined to select any on call shifts in the voluntary selection process, allowing the Nurse to select which of the unassigned on call shifts he or she wishes from the shifts remaining at the time, until all of the shifts have been assigned. The Employer may decline to assign a shift to a junior Nurse based upon considerations of patient and employee safety.

B. Unavoidable Conflicts and Unforeseen Emergencies

If a Nurse has a specific unavoidable commitment or an emergency that affects the Nurse's ability to stay beyond the end of his or her shift beyond the time required to complete charting and report, or to finish his/her own assigned duties, the Nurse will inform the Patient Care Manager, Assistant Patient Care Manager, or in their absence the Resource Nurse, of the unavoidable conflict or emergency as far in advance as is possible. Should the need for overtime thereafter arise on the date and shift involved, the Employer will make all reasonable efforts to secure the needed coverage by other Nurses who are present and working, or by floating in order to accommodate the conflict or emergency if possible. The Nurse so

accommodated will be expected to be reasonably available to assist in providing coverage should another Nurse have an unavoidable conflict or emergency on a subsequent occasion.

If a Nurse has volunteered for or been assigned to an on call shift and is unable to perform it because of an unavoidable conflict or emergency, the Nurse will inform the Patient Care Manager, the Assistant Patient Care Manager, or in their absence the Resource Nurse, as far in advance as is possible, and if the conflict is known in advance will make all reasonable efforts to obtain a trade of on call shifts with another Nurse. If the Nurse cannot obtain a trade of on call shifts with another Nurse and no other Nurse volunteers to take the on call shift with the result that the Employer is required to provide the necessary coverage by involuntary assignment to another Nurse or Nurses, the Nurse who was unable to work the shift as scheduled will be expected to be reasonably available to assist in providing coverage by a trade of on call shifts, or by volunteering to take an additional on call shift, should another Nurse subsequently have an unavoidable conflict or emergency requiring similar efforts to accommodate his/her need.

The Employer will generally make efforts to obtain voluntary coverage for overtime and on call shifts, and it is understood that the provisions described above are intended to address the occasional unavoidable conflict and emergency situations only.

The provisions of this Section do not constitute a guarantee that the Employer will be able to accommodate the occasional unavoidable conflict or unforeseen emergency in every instance.

Disputes concerning the application and interpretation of the provisions of this Side Letter will be subject to the grievance and arbitration provisions of the Master Agreement between the parties.

C. Posting of On Call Schedules

On call schedules will be posted at least two (2) weeks prior to the effective date of the on call schedule.

**Between
Lucile Packard Children’s Hospital
And
CRONA
Re Attendance and Pre-Approved Vacation and Education Days Policies
2016**

In conjunction with their 2016 – 2019 negotiations, Lucile Packard Children’s Hospital and CRONA have agreed as follows:

1. During the term of the 2016 – 2019 Agreement, the Hospital shall not change the points definitions in Sections III(C) and (D) or Section V(B)(“Standards – Including Adjustments for FTE Commitment and Length of Shift Differences”) of the Hospital’s Attendance Policy; and
2. In conjunction with their 2016 – 2019 negotiations, the Hospital proposed changes to its current Staffing: Pre-Approved Vacation, Pre-Approved Education Days, Staffing: Schedule Planning and Maintenance, Staffing: Nursing Scheduling, and Ambulatory Care: Clinic Staff Scheduling policies, and CRONA commented and proposed revisions. The Hospital has agreed to adopt the revised policies, pursuant to its standard protocols related to the adoption of policies. The revised Pre-Approved Vacation Policy has been re-titled as the Pre-Approved Vacation and Pre-Approved Education Day’s Policy (“Pre-Approval Policy”).
3. During the term of the 2016 – 2019 Agreement, the Hospital shall not change the following:
 - a. The order of scheduling in Section III(B)(1-5) of the Staffing: Nurse Scheduling Policy and in Section III(B)(1-5) of the Ambulatory Care: Clinic Staff Scheduling policy;
 - b. The number of weeks that may be used for Pre-Approved Vacation and the number of hours that may be used for Pre-Approved Education set forth in Section II(F) of the Pre-Approval Policy; and
 - c. The authorization to submit pre-approved education days and pre-approved vacation days up to one year in advance set forth in Section III(A)(1)(a) in the Pre-Approval Policy.
4. Except as limited herein and by the Agreement, the Hospital may modify its Attendance Policy, Pre-Approval Policy, Staffing: Schedule Planning and Maintenance, Staffing: Nursing Scheduling Ambulatory Care: Clinic Staff Scheduling policies.

SIDE LETTER

**Between
Lucile Packard Children's Hospital
And
CRONA
Re Reduced Commitments
2016**

In conjunction with their 2016 – 2019 negotiations, CRONA and the Hospital discussed numerous issues related to the interest of certain Nurses in obtaining part time positions. For purposes of the 2016 – 2019 Agreement only, the parties have agreed as follows:

1. Effective upon ratification of the 2016 – 2019 Agreement, vacant part time positions that the Hospital decides in its discretion to re-post shall be posted internally as part time positions with the same shift and commitment level pursuant to the provisions of Section 22 (Internal Transfers). If the position is not filled by an internal applicant within twenty-one (21) days of posting on the online application system, the Hospital may (but is not required to) re-post the position with a different shift and/or commitment level, pursuant to the provisions of Section 22 (Internal Transfers).
2. The Hospital has an interest in staffing its units (including clinics) with a mix of full time and part time regular positions.
 - a. To that end, the Hospital will staff its units using a standard that no more than eighty percent (80%) of the headcount of Regular Nurses in each unit at the Hospital consists of regular full time positions. This standard shall not apply to any unit in which there are six (6) or fewer Regular Nurses.
 - b. To the extent a unit at the Hospital has a staffing mix of Regular Nurses above this standard, the Hospital, upon the written request of a regular Nurse in that unit, shall re-post existing full time position(s) and, pursuant to the provisions of Section 22, shall, within forty-five (45) days of the request, post as part time position(s) in a sufficient number to bring the number of full time positions in the unit to eighty percent (80%) or lower.
 - i. To the extent operationally feasible, the Hospital shall offer a mix of part time positions. For purposes of this provision, “part-time positions” includes commitments of 0.50, 0.60, 0.625, 0.70, 0.75, and 0.80.
 - ii. A Nurse who has accepted a part time position posted pursuant to this paragraph shall be placed on a schedule reflecting her or his reduced commitment as soon as practicable, but in no event later than sixty (60) days after the Nurse’s acceptance of the position, absent extraordinary circumstances.
 - iii. The obligations of paragraph 2(b) of this Side Letter shall be effective on April 1, 2017.
3. For purposes of this Side Letter, a “part time” position is defined as a regular position with a FTE lower than .90, and a “full time” position is defined as a regular position with a FTE of either .90 or 1.0.

SIDE LETTER
Between
Lucile Packard Children's Hospital
and
CRONA
Re Enhanced Training Program for Specialized Skills
2016

In conjunction with their 2016 – 2019 negotiations, Lucile Packard Children's Hospital and CRONA discussed extensively the need for the Hospital to ensure that an appropriate number and cross-section of Nurses are trained and fully competent on the myriad of the specialized skills and equipment required to provide the highest level of patient care that is delivered at the Hospital. In light of these discussions, the parties have agreed to the following:

1. The Preceptor Differential Program contained in Section 7.11 of the Agreement shall cover the precepting of Nurses being trained in the development of advanced and specialized skills, such as advanced surgical procedure, transportation of critical care patients, ECMO, VADs, and CRRT. To the extent a Nurse with skills sufficient to serve as a Preceptor for these advanced and specialized skills needs to complete any coursework to serve as a Preceptor, the Nurse's educational hours will not be charged for such coursework.

2. The Hospital acknowledges the burden that falls on experienced Nurses when an insufficient number of Nurses in a unit are fully trained on the specialized skills required in that unit. The Hospital agrees to use good faith efforts to ensure that an appropriate number of Nurses on all shifts in a unit are trained and fully competent on the specialized skills required in that unit. The Hospital also agrees that, to the extent operationally feasible while keeping the quality of patient care paramount, the Hospital will take reasonable measures to provide that the assignments of specialized skills within a unit are distributed equitably among all competent available Nurses.

3. A Regular Nurse who obtains and/or maintains one or more of the advanced and specialized skills listed in Paragraph 1 of this Side Letter and who is regularly assigned to a unit that assigns Nurses to use that skill to care for patients shall be paid an annual incentive payments during the term of the 2016–2019 Agreement.

a. The annual incentive payment shall be three thousand dollars (\$3,000) for a full time eligible Nurse, which shall be prorated for part-time eligible Nurses based on commitment level. The annual incentive payment shall not exceed three thousand dollars (\$3,000) regardless of the number of advanced specialty skills obtained or maintained by the Nurse.

b. The annual incentive payment shall be paid in two installments, with half paid in the first payroll period following June 1st and the other half paid in the first payroll period following January 1st.

c. To be eligible for the installment payments provided for herein, the Nurse must meet the eligibility criteria at the time of payment.

4. During the discussions that led to this Side Letter, the parties confirmed that, under Section 7.1.75 of the Agreement, qualifications and performance criteria not currently

included in the Patient Care Services Performance Criteria for Clinical Nurse (CN) II, including but not limited to the advanced and specialized skills listed in Paragraph 1, above, cannot be added to the Qualifications and Clinical Performance Criteria for Nurses in the CN II classification before the Hospital has followed the process set forth in Section 7.1.75.

a. Notwithstanding the foregoing, and based on the commitments made by the Hospital in this Side Letter, CRONA agrees that the Hospital shall have until October 1, 2017, to comply with the requirements of Section 7.1.75 specifically with respect to the advanced and specialized skills listed in Paragraph 1, such that the Hospital may assign the advanced and specialized skills identified in Paragraph 1 to Nurses prior to the development of the revised qualifications and performance criteria for CN IIs.

b. The exception provided in Paragraph 4(a) shall terminate as of October 1, 2017.

5. Disputes regarding the Hospital's compliance with Section 2, above, shall be resolved exclusively through the Nurse Practice Committee.

6. Upon the expiration of the 2016-2019 Agreement, this Side Letter shall have no continuing force and effect.

SIDE LETTER
Between
Lucile Packard Children’s Hospital
And
CRONA
Re Packard 2.0
2016

In conjunction with their 2016-2019 negotiations, Lucile Packard Children’s Hospital and CRONA discussed the Hospital’s plan to open a new hospital, a project known as “Packard 2.0.”

The parties agree that, through Nurse Practice Committee, they will discuss the Hospital’s plans to staff the new hospital with Nurses. The parties agree that they will discuss the consolidation or re-aggregation of existing units at least thirty (30) days prior to the Hospital posting Nurse positions in a unit that is subject to such consolidation or re-aggregation.

The Hospital acknowledges that its intent is that Nurses who are affected by the move from the existing hospital to the new hospital will be provided the opportunity to maintain their current commitment levels and shifts, and agrees to use reasonable efforts to provide Nurses with such an opportunity. The Hospital also agrees to discuss implementation of this process with CRONA through Nurse Practice Committee.

CRONA acknowledges that this Side Letter does not affect the Hospital’s management rights under the Agreement, except to the extent it obligates the Hospital to use reasonable efforts to provide Nurses the opportunity to maintain their current commitment levels and shifts, as provided above.