

**LPCH AND CRONA COLLECTIVE BARGAINING NEGOTIATIONS
TENTATIVE AGREEMENT ON ALL OPEN ISSUES
April 29, 2019**

Lucile Packard Children's Hospital ("LPCH") and CRONA (collectively, the "Parties") hereby enter into this Tentative Agreement on all open issues. This Tentative Agreement is supported by the CRONA Executive Board and the CRONA negotiation committee for ratification by the Nurses.

1. Recognition of Nurses: In a joint effort to support Nurses currently working in the hospital, and in recognition that many Nurses have been working above and beyond to provide world-class care to our patients, LPCH agrees to the following additional payments, contingent upon the ratification of this Tentative Agreement by no later than May 15, 2019:
 - a. Retention Incentive Payment: LPCH shall pay all Nurses who are employed at LPCH as of the ratification date and who continue to be employed at LPCH until a year from the date of the ratification, in addition to the base wage increases set forth below, a single lump sum payment of one percent (1%) of wages for the twelve-month period beginning on the date of ratification.
 - i. Regular Nurses and Relief Nurses are eligible for the Retention Incentive Payment.
 - ii. The Retention Incentive Payment shall be based on the Nurse's annual base wage for the Nurse's documented minimum commitment. For Relief Nurses, the payment shall be based on the Nurse's annual base wage for her or his contractual minimum commitment.
 - iii. The Retention Incentive Payment shall be included in the paycheck for the first full pay period after conclusion of the twelve-month period.
 - b. Enhanced Certification Payment for Existing and Accelerated Adoption of National Certifications: In a joint effort to recruit and retain Nurses who have specialized skills and certifications in their areas of specialty and that support their clinical practice, the parties agreed to introduce a new Certification Payment of three hundred and seventy-five dollars (\$375) quarterly (equal to one thousand five hundred dollars (\$1,500) annually), as described further in paragraph 4 below. Contingent on the timely ratification of this Tentative Agreement, LPCH has agreed to pay an enhanced Certification Payment of two thousand dollars (\$2,000) ("Enhanced Certification Payment") for those Nurses who have or obtain a qualifying certification no later than March 31, 2020, as provided below:
 - i. All Nurses who as of the ratification date have at least one qualifying certification, as defined in the new Certification Payment provision, shall be paid an Enhanced Certification Payment. To be eligible to receive this payment, such Nurses shall upload into the Healthstream system proof of a valid certification within sixty (60) days of ratification of this Tentative Agreement. LPCH shall have thirty (30) days to verify such certifications. Nurses who have timely submitted a verified qualifying certification shall receive an Enhanced Certification Payment with the paycheck for

the pay period that includes the date that is one hundred twenty (120) days after ratification.

- ii. Within thirty (30) days of ratification, the Hospital will provide information to Nurses regarding the process for logging into the Healthstream system and uploading information into that system.
 - ii. Nurses who did not receive an Enhanced Certification Payment pursuant to subsection (i) above may still receive an Enhanced Certification Payment by uploading into the Healthstream system proof of a valid certification no later than March 31, 2020. Such Nurses who submit a qualifying certification that has been verified by LPCH shall receive an Enhanced Certification Payment as part of the first full pay period in May 2020.
2. Base Wage Rates: 3% across-the-board base wage increases each of the three years of the Agreement, paid as follows:
 - a. 3% on April 1, 2019;
 - b. 3% on April 1, 2020;
 - c. 3% on April 1, 2021.These increases shall be effective at the start of the payroll period that is closest to the specified date or event.
3. Retirement Plan:
 - a. Effective January 1, 2022, increase the match for all Regular Nurses by one percent (1%), for a total maximum of eight percent (8%). The parties will agree on corresponding contract language.
4. Certification Pay (New Section): See attached.
 - a. Pursuant to an advance application of the Certification Provision, LPCH's Chief Nursing Officer has approved the following two national certifications to be added to the list of CNO-approved certifications: 1) Neonatal Development Designation; and 2) National Child Passenger Safety Certification.
5. Retiree Medical:
 - a. Effective January 1, 2020, increase the retiree medical benefit for Group D Nurses by fifty percent (50%), as shown in the attached.
 - b. Effective January 1, 2021, increase the retiree medical benefit for Group D Nurses by an additional five percent (5%).
 - c. Effective January 1, 2022, increase the retiree medical benefit for Group D Nurses by an additional five percent (5%).
 - d. See attached for corresponding contract language.
6. Preceptor Program: See attached.
7. Traveler Orientation Side Letter: See attached.
8. Three-year term of the agreement, April 1, 2019 through March 31, 2022.
9. Reduced Commitments (New Section): See attached.
10. Professional Nurse Development Program (Section 36): See attached.

11. PNDP Handbook: Adopt changes included in LPCH proposals of April 15, 2019 and March 28th, 2019 except:
 - a. Participation in PNDP will require an approved certification for CN IIIs and CN IVs, using the same standard for qualifying certifications as that provided in the new Certification Pay provision of the Agreement;
 - b. The certification eligibility requirement shall not be applied to new applicants for CN III and CN IV positions until after January 1, 2020;
 - c. Incumbent CN IIIs and CN IVs and any Nurse promoted to a CN III or CN IV position prior to January 1, 2020 shall not be required to obtain the qualifying certification until the end of the new Agreement;
 - d. Category D:
 - i. Maintain Handbook provision awarding points for first certification, as well as points for additional approved certifications, except that eligibility to receive points shall be the same standard as that included in the new Certification Pay provision of the Agreement.
 - e. Category F: Points will only be awarded for up to two professional organizations to which a nurse is a member.
 - f. Specific Handbook language to be developed and approved by the Parties.

12. Side Letter re Attendance and Pre-Approved Vacation/Education Days Policies:
 - a. Adopt changes to extend term of Side Letter, as included in CRONA's January 24, 2019 proposal.
 - b. CRONA accepts changes to Attendance policy provided by Hospital on March 22nd, and parties agree to reference this updated policy in the Side Letter, precluding further changes to 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 during the term of the Agreement.

13. Paid Time Off: See attached.

14. Extended Sick Leave (ESL): See attached.

15. Floating to Different Work Locations/Multi-Location Assignments:
 - a. See attached.
 - b. LPCH agrees its offer letters to Nurses who are offered a position with multiple assigned locations shall include a statement that the position requires assignment to multiple locations, the assigned locations known as of the time of the posting, and whether additional locations may be assigned that are farther than thirty-five (35) miles from other assigned locations.

16. Nurses' Safety:
 - a. See attached.
 - b. In addition to the current Healthstream module, the Employer shall offer Nurses training regarding workplace violence prevention and de-escalation techniques by no later than April 1, 2020. The Hospital shall, in conjunction with CRONA, review the content of the expanded training program, the risk level assessment of the units, and the corresponding appropriate modality for delivery of the training.

17. All other tentative agreements signed by the parties:
 - a. Section 14.10 (Relief Performance Evaluations);
 - b. Section 25 (Performance Evaluations);
 - c. Section 27.2.5 (Arbitrators);
 - d. Section 19 (Winter Holiday);
 - e. Section 22 (Vacancies and Internal Transfers)
 - f. Updating name of Employer as Lucile Salter Packard Children’s Hospital at Stanford”;
 - g. Section 7.1 (Salary Placement);
 - h. Section 13.3.2 (Reimbursement Section and Educational Assistance Policy) and change to Educational Assistance and Professional Membership policy;
 - i. Side Letter re On Call and Overtime Issues in the O.R.s and PACUs, Sections A, B, and C;
 - j. Side letter re On Call and Overtime Issues in Units Other than the O.R.s and PACUs, Section A; and
 - k. Side Letter re Temporary Relief Position While Pursuing Education.

18. Unless modified by this Tentative Agreement, the terms of the 2016 – 2019 Agreement shall remain in effect, except for the expired Side Letter re Enhanced Training Program for Specialized Skills.

19. CRONA and its Executive Board and Negotiating Committee shall support the tentative agreement and recommend that CRONA members ratify the Tentative Agreement. No CRONA officer or member of the Executive Board or Negotiating Committee shall advocate against ratification of the tentative agreement. CRONA and LPCH shall issue a joint statement announcing this Tentative Agreement and encouraging Nurses to vote for ratification.

Date: April __, 2019

LPCH

CRONA

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Add the following as a new subsection of the Agreement:

7.13 Certification Pay

- 7.13.1 A Nurse who possesses or obtains a national certification or recertification that 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 shall receive a quarterly payment of three hundred and seventy-five dollars (\$375) (equal to one thousand five hundred dollars (\$1,500) annually), subject to the provisions below:
- a. To be eligible for the incentive payment, the certification or recertification must be one that has been approved by the ANCC or one which the Employer's Chief Nursing Officer, in her or his discretion, has approved and added to a list of approved certifications. CRONA's input will be considered before any such determination is made. Non-ANCC-approved certifications must reflect a discrete body of knowledge and skills with respect to a particular subject matter or scope of practice, and substantiate advanced contributions to nursing practice.
 - b. To be eligible for an incentive payment, the Nurse must upload into the Healthstream or equivalent system proof of a valid certification, which shall be subject to verification, at least thirty (30) days prior to the beginning of the month in which the quarterly payment shall be made, except that a valid certification that has been entered into the Healthstream or equivalent system and has been verified, does not need to be re-entered in subsequent quarters so long as the certification remains valid.
 - c. The first quarterly payment shall be made in the first full pay period of July 2020. Thereafter, the payments shall be made in the first full pay period of the month every three months, except that the final payment under the 2019 – 2022 Agreement shall be made on or before March 31, 2022.
 - d. Regardless of the number of certifications or recertifications obtained or held by a Nurse, the Nurse will not receive more than the annual amount of one thousand five hundred dollars (\$1,500).

Revise Section 8.7 of the Agreement as shown below:

8.7 Retiree Health Reimbursement Account. Nurses will participate in the Employer's Retiree Health Reimbursement Account based on their age and years of service (adjusted hire date) as described under the terms of the plan. For Nurses eligible to participate in the RHRA:

1. **Effective January 1, 2020, the Group D Retiree Health Reimbursement Account benefit will be increased by fifty percent (50%).**
2. **Effective January 1, 2021, the Group D Retiree Health Reimbursement Account benefit will be increased by an additional five percent (5%).**
3. **Effective January 1, 2022, the Group D Retiree Health Reimbursement Account benefit will be increased by an additional five percent (5%).**

Effective January 1, 2020, amend the Group D Benefit chart as shown on the attached.:

Revise Section 7.11 of the Agreement as shown below:

7.11 Preceptor Program Differential.

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

~~7.11.2~~7.11.1 A Nurse assigned by the Employer as a Preceptor pursuant to this section will be paid a premium of ~~two~~three dollars ~~and fifty cents (\$2.50)~~3.00 per hour for all hours worked as an assigned Preceptor. To be eligible for this differential, a Preceptor must have been assigned in writing by the Preceptor's manager or designee pursuant to this Section to function in the role for a specific Nurse.

~~7.11.3~~7.11.2 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~~7.11.3 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~~7.11.4 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 section. 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 section to function in the role for a specific Nurse. In addition, the Preceptor must have completed the Preceptor Training Program and Preceptor competencies.~~

7.11.5 The decision of a Nurse to become eligible for Preceptor assignments is voluntary. A Nurse who has volunteered to act as a Preceptor shall receive education and training for the role, complete an initial competency validation and thereafter may be assigned Preceptor duties so long as the Nurse's competency is current.

- 7.11.6 The Employer shall provide a Nurse the opportunity to complete a Preceptor Training Program prior to serving as a Preceptor. The Employer will pay Nurses for the time spent and expenses incurred in participating in the Preceptor Training Program and will use best efforts to provide Nurses an opportunity to participate in the Preceptor Training Program within the Nurse's regular commitment.
- 7.11.7 Preceptor competency shall be completed annually. Individual training needs will be identified annually by the Manager or designee through completion of the Preceptor competency.
- 7.11.8 A qualified Preceptor may request to be removed from the Preceptor program or to be relieved temporarily of Preceptor duties by making a request to her or his Manager and such request shall not be unreasonably denied, taking into consideration the staffing and training needs of the unit, and patient care. A manager who denies a request shall provide an estimate in writing of the time period by which the Nurse's request may be granted.
- 7.11.9 Each unit will maintain a list of qualified preceptors. In the event that a unit does not or will not have a sufficient number of qualified Preceptors, the matter will be discussed at Nurse Practice Committee. CRONA and the Employer agree to work collaboratively to identify Nurses who are interested in becoming Preceptors.

Add the following as a new Side Letter to the Agreement:

SIDE LETTER
Between
Lucile Packard Children's Hospital Stanford
And
CRONA
Re Traveler Orientation
2019

During negotiations for the 2019-2022 contract, the parties discussed whether the inclusion of Traveler Orientation should be considered a form of precepting. In light of these discussions, the parties have agreed to the following regarding the training of travelers:

- 1) A Nurse assigned to orient a Traveler Nurse shall, for purposes of Section 7.11 only, be deemed to have been assigned to precept the Traveler Nurse while the Traveler Nurse is not in the count under applicable staffing laws and rules.
- 2) Pursuant to paragraph 1, a Nurse assigned to orient a Traveler Nurse shall be eligible to receive the precepting differential (i.e., \$3.00 per hour) for all hours orienting the Traveler Nurse while the Traveler Nurse is not in the count under applicable staffing laws and rules.
- 3) In light of the continued expansion within the Main Building and West Building, the parties agree that, notwithstanding the language in Paragraph 1, above, the following shall apply for the period from May 2019 through March 2020:
 - a) When assigning a Nurse to orient a Traveler Nurse, the Employer shall first seek volunteers from Nurses participating in the Preceptor Program. If there is an insufficient number of Nurses already participating in the Preceptor Program available to orient Traveler Nurses, the Employer shall seek volunteers from among other Nurses in the unit. If an inadequate number of qualifying Nurses volunteer to orient Traveler Nurses, the manager may assign a Nurse to orient a Traveler Nurse, if the Nurse is competent to do so;
 - b) Nurses who are assigned to orient a Traveler Nurse shall receive a three dollar (\$3.00) per hour differential for all hours spent orienting the Traveler Nurse for which the Traveler Nurse is out of the count under applicable staffing laws and rules; and
 - c) In the event that the Employer determines that a unit has an insufficient number of Nurses already participating in the Preceptor Program available to orient Traveler Nurses, the matter will be discussed at Nurse Practice Committee.
- 4) Upon the expiration of the 2019- 2022 Agreement, the Parties will discuss relocating the provisions of this Side Letter into the body of a successor Agreement. Absent the parties' contrary agreement, this Side Letter shall have no continuing force and effect.

INCLUDE THE FOLLOWING AS A NEW SECTION OF THE AGREEMENT, INCLUDING MOVING CURRENT SECTION 6.6 TO NEW SECTION [__.1]:

[NEW SECTION] REDUCED COMMITMENTS

[__.1] 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.

[__.2] Vacant part time positions that the Employer decides in its discretion to re-post shall be posted internally as Regular part time positions with the same or lower commitment level pursuant to the provisions of Section 22 (Vacancies and Internal Transfers). The Employer may re-post such a position on the same or a different shift. If the position is not filled by an internal applicant within twenty-one (21) days of posting on the online application system pursuant to Section 22.1.2, the Employer may (but is not required to) re-post the position as a full-time position, pursuant to the provisions of Section 22 (Vacancies and Internal Transfers). This provision (Section __.2) shall not apply to units with either fewer than five (5) Regular Nurses or in which more than forty (40%) of the headcount of Regular Nurses consists of regular part time positions. This provision (Section __.2) also shall not apply to a unit with five (5) to nine (9) Regular Nurses that has two (2) or more Regular Nurses in part time positions. For example, a unit with six (6) Regular Nurses, two of whom are part time Nurses, shall not be required by this provision to re-post a part-time position if only one of the part time Nurses leaves her or his position.

[__.3] The Hospital has an interest in staffing its units (including clinics) with a mix of full time and part time regular positions.

[__.3.1] 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 fewer than ten (10) Regular Nurses.

[__.3.2] 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.

a. To the extent operationally feasible, the Hospital shall offer a mix of part time positions.

- b. 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 or mutual agreement of the Nurse and the Nurse's manager to extend this sixty (60) day period.

[___.4] For purposes of this Section [__], a "part time" position is defined as a regular position with a FTE equal to or lower than .80, and a "full time" position is defined as a regular position with a FTE of greater than .80.

REVISE SECTION 36 AS SHOWN BELOW:

**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).~~
 - ba. 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.
 - cb. 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.
 - dc. All Clinical Nurses who terminate and seek reemployment must come back as Clinical Nurse II or a Relief Clinical Nurse II.
 - ed. 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~~Health Care and/or Lucile Packard Children’s Hospital at Stanford, 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 but only until March 31, 2022, 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~~ Health Care and/or Lucile Packard Children's Hospital at Stanford, 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~~ March 31, 2022 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~~ March 31, 2022.
 - 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~~e. 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~~f. The Hospital agrees that, during the life of the ~~2016—2019~~ –2022 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.

hg. Role of Panel during term of ~~2016—2019~~ – 2022 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~~ – 2022 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.

REVISE SECTION 9.1.4(i) AS SHOWN BELOW:

9.1.4 Use of PTO.

- 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. 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 during a waiting period for Workers' Compensation that occurred following the scheduling of the vacation.

REVISE SECTION 9.2.1 AS SHOWN BELOW:

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~~their own extended illness or injury, and is utilized for absences 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.

REVISE SECTION 15.4 AS SHOWN BELOW:

15.4 Floating to Different Work Locations/Multi-Location Assignment.

- 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 required to floated to a different work location more than one time per shift ~~and will~~ or to a location more than thirty-five (35) miles from the Nurse's assigned work location for that shift. In addition, a Nurse who does float to a different work location shall 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. Effective [DATE OF RATIFICATION], the posting for a new position that requires assignment to multiple locations shall state the assigned locations known as of the time of the posting and whether additional locations may be assigned that are farther than thirty-five (35) miles from other assigned locations. Effective [DATE OF RATIFICATION], except in cases of critical staffing shortages, a Nurse in a position that has multiple location assignments may not be regularly assigned to work in a location farther than thirty-five (35) miles from the Nurse's primary work location to which she or he is assigned, absent the Nurse's agreement to such assignments. A Nurse's primary work location is that location at which a Nurse works more of her or his time than at any other location.
- 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.

REVISE SECTION 32 AS SHOWN BELOW:

**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.

32.3 A Nurse who has been assaulted or threatened by a patient or a member of the patient's family should immediately report the assault or threat to her or his manager and may request a patient reassignment. Such a request shall not be unreasonably denied, taking into account whether other nursing staff are available to care for the patient. A Nurse whose request for reassignment has been denied may request that Joint Conference review the denial at the following month's meeting.

32.4 The Employer shall maintain a Workplace Violence Prevention Program compliant with applicable law. The Employer's Workplace Violence Prevention Program shall be discussed at Nurse Practice Committee at least annually. Nurse Practice Committee shall review the program as it affects Nurses and shall provide input on appropriate modifications, unit-based workplace violence prevention plans and training provided to Nurses. As part of these discussions at the Nurse Practice Committee, the parties shall review the Workplace Violence Incident Log for incidents related to Nurses.

32.5 If an issue related to the Workplace Violence Prevention Program is placed on the agenda of a Nurse Practice Committee meeting, the Employer shall appoint a member of its Employee Safety Council to attend the meeting as a representative of the Employer.

32.6 CRONA shall appoint two Nurses from different patient care regions who shall serve on the Employer's Workplace Violence Subcommittee that has responsibility for the Workplace Violence Prevention Program.

32.7 No Nurse shall be subject to reprisals or retaliation for reporting a concern or incident relating to workplace violence.

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Certification Pay Schedule Memorandum

CRONA and LPCH have agreed to the following payment schedule for the quarterly Certification payments:

Payments	Month of Payment
First quarterly payment of \$375	7/2020
Second quarterly payment of \$375	10/2020
Third quarterly payment of \$375	1/2021
Fourth quarterly payment of \$375	4/2021
Fifth quarterly payment of \$375	7/2021
Sixth quarterly payment of \$375	10/2021
Seventh quarterly payment of \$375	1/2022
Eighth quarterly payment of \$375	3/2022

Payments shall be made with the paycheck for the first full pay period in the specified months.

These quarterly payments are separate from the Enhanced Certification Payments that are to be made during the first year of the Agreement, as provided for by the Tentative Agreement.

This memo shall be maintained by the Parties but shall not be included in the Agreement or the Tentative Agreement.

Date: _____

CRONA

LPCH

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