

CRONA'S SUMMARY OF TENTATIVE AGREEMENTS WITH SHC AND LPCH

April 29, 2019

1. **Three-Year Agreement:** April 1, 2019 to March 31, 2022
2. **Wages:** Annual across-the-board increases of 3%, 3%, 3% (first increase effective retroactively to April 1, 2019; April 1, 2020; April 1, 2021)
3. **Retention Incentive Payment:** Additional 1% lump sum payment at the end of the first year after ratification, for all Nurses who are employed at the hospital as of the ratification date and continue to be employed for one full year. Payment based on one year at base wage rate and Nurse's documented minimum commitment. Contingent upon ratification of the TA by no later than May 15, 2019.
4. **New Certification Payments:**
 - a. **Enhanced Certification Payment for Existing and Accelerated Adoption of National Certifications:** \$2,000 lump sum payment for all Nurses who have at least one qualifying certification as of the date of ratification, or who receive a qualifying certification by March 31, 2020. Contingent upon ratification of the TA by no later than May 15, 2019.
 - b. **Ongoing Certification Payments:** New contract language providing that every Nurse (Regular or Relief) with a qualifying national certification is eligible for quarterly payments of \$375, for an annual amount of \$1,500, starting the quarter beginning April 1, 2020 (with first payment due July 1, 2020).
 - c. Qualifying certification must be one that has been approved by the ANCC or one which the Employer's Chief Nursing Officer has approved and added to a list of approved certifications. CRONA's input will be considered before any such determination is made.
5. **Retirement Plan:** 1% increase to the available employer matching contributions for all Regular Nurses, effective January 1, 2022, resulting in a total maximum match of eight (8%) for qualifying Nurses.
6. **Retiree Medical:** 50% increase to the Group D benefit effective January 1, 2020; an additional 5% increase effective January 1, 2021; and another additional 5% increase effective January 1, 2022.
7. **Extended Sick Leave (ESL):** Language revision stating that ESL is available on the 4th day of illness or injury (not the 4th day of absence). In other words, ESL can be used on the 4th day a Nurse is sick or injured, regardless of whether the Nurse worked or was scheduled to work on any of the previous days of illness or injury.
8. **Preceptor Program:**
 - a. Increase preceptor differential to \$3.00/hr.
 - b. The decision of a Nurse to become eligible for Preceptor assignments is voluntary.

- c. Once a Nurse chooses to become a Preceptor, the hospital will provide and pay for training and will make best efforts to provide that training within the Nurse's commitment. Preceptor competencies will be reviewed annually.
- d. A qualified Preceptor may request to be removed from the Preceptor program or to be relieved temporarily of Preceptor duties 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.
- e. 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.

9. **Traveler Orientation Side Letter:** The new \$3.00/hr preceptor differential applies to orienting/precepting travelers. All other parts of the Preceptor Program apply to precepting travelers when the traveler is not in the count, with an exception and specified procedures for the time period when the hospitals anticipate having travelers to help with the move to new facilities (from May 2019 (for LPCH) or June 2019 (for SHC) to March 2020). During this period, the Side Letter requires the hospitals to seek volunteers first from qualified preceptors participating in the Preceptor Program, from among the Preceptor Program participants, and then from other Nurses, before assigning a Nurse to orient a traveler, assuming the Nurse is competent to do so.

10. **Reduced Commitments:**

- a. The previously set-to-expire provisions of the Side Letter requiring a 80%/20% full-time to part-time mix of Regular Nurses are moved into the body of the contract, and apply to all units with 10 or more Regular Nurses. This includes a revision clarifying that part-time means FTE of 0.80 or less.
- b. The previously set-to-expire provisions of the Side Letter requiring reposting of vacant part-time positions if a unit seeks to hire are moved into the body of the contract, with some modification. The reposting requirement requires reposting at the same or lower commitment, but not necessarily the same shift. The re-posting requirement does not apply to units with fewer than 5 Regular Nurses or more than 40% of the headcount of Regular Nurses already in part-time positions. For units with 5 to 9 Regular Nurses, the reposting provisions apply only if the unit has only 1 part-time position that has been vacated.

11. **Safety and Workplace Violence:**

- a. Reassignment. 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. No Nurse will be subject to reprisals or retaliation for reporting a workplace violence incident.
- b. Workplace Violence Prevention Program. The hospital will maintain a Workplace Violence Prevention Program compliant with applicable law. The Program will be discussed at Nurse Practice Committee. CRONA will appoint two Nurses to the hospital's committee with responsibility for the hospital's Workplace Violence Prevention Program.
- c. Training. In addition to the current Healthstream module, the hospital shall offer Nurses training regarding workplace violence prevention and de-escalation techniques by no later than April 1, 2020. CRONA will engage with the hospital on the content of the expanded training program, the risk level assessment of the units, and the corresponding appropriate modality for delivery of the training.

12. **PTO and Workers' Compensation:** 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.
13. **Floating to Different Work Locations/Multi-Location Assignments:**
 - a. Except in cases of critical staffing shortage, a Nurse cannot be required to float more than 35 miles from the Nurse's assigned work location for that shift.
 - b. Except in cases of critical staffing shortage, 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, 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.
 - c. Postings and offer letters for multi-location positions will 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.
14. **Side Letter re Attendance and Pre-Approved Vacation/Education Days Policies:** Side Letter prohibiting changes to certain parts of the hospitals' Attendance and Pre-Approved Vacation and Education Days Policies continues through the new contract. CRONA agreed to certain minor amendments to the hospitals' Attendance Policies.
15. **Temporary Relief Position for Education:** A new program will be created allowing Nurses pursuing a BSN or MSN in an accredited program to request and be assigned to a Relief B position while they remain in school, up to a maximum of two years. Details of the program are set forth in a new Side Letter.
16. **Holiday Bundling:** Each year before September 1st, units that are open on the winter holidays may vote whether to "bundle" the winter holidays for scheduling. If 2/3 of the Nurses assigned to the unit vote to approve "bundling," then for that year the hospital will grant off each Nurse assigned to the unit a 48-hour period on one holiday and that holiday eve, with the understanding that the Nurse will then be available to be assigned to work on the other winter holiday and holiday eve.
17. **Professional Nurse Development Program (PNDP):**
 - a. The BSN waiver is extended for the term of the agreement.
 - b. The PNDP Panel cannot make changes to the PNDP program during the term of the agreement.
 - c. New certification requirement:
 - i. 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;
 - ii. The certification eligibility requirement shall not be applied to new applicants for CN III and CN IV positions until after January 1, 2020;
 - iii. 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. Panel reviews every three years (rather than every two years).
 - e. Only one exemplar required for CN IIIs, and two exemplars for CN IVs.
 - f. Notifications from PNDP panel go to applicant's preferred email address.
 - g. PNDP panel may request additional existing documentation on the day of the interview.

h. Various changes to the language describing points, including, among other things, increasing from 12 to 15 total point available in Category F (Leadership), that points will only be awarded for up to two professional organizations to which a nurse is a member, and that 2 points will be available for coaching.

18. **On Call Selection and Assignment Procedures:** CRONA will be notified before a unit votes to adopt or change on-call selection and assignment procedures.

19. **Contiguous Call Back (SHC Side Letter):** The language in the SHC Side Letter Re On Call and Overtime Issues describing when Nurses earn contiguous call back premium pay of up to 2.5 times the base wage rate is revised to make it clearer, without a substantive change.

20. **Performance Evaluations:** Annual review dates no longer must be tied to the anniversary of the Nurse's date of hire. The hospital will use reasonable efforts to schedule annual reviews every 12 months.

21. **Salary Placement:** The language in Section 7 regarding salary placement was revised, deleting some time-limited and now obsolete language, and moving some language for clarity, without a substantive change.

22. **Educational Assistance:** The definition of the "academic year" was simplified. LPCH also agreed to revise its Educational Assistance Policy to allow reimbursement requests to be made after incurring an expense without the requirement that the expense be pre-approved.

23. **Hospital Names:** The contracts will refer to the hospitals' current legal names, "Stanford Health Care" and "Lucile Salter Packard Children's Hospital at Stanford." This change has no substantive effect.

24. **Arbitrators:** The parties agreed to conform the list of arbitrators who resolve contract disputes to an agreement previously reached by the parties regarding the addition of an arbitrator.

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