

**AGREEMENT BETWEEN
STANFORD HEALTH CARE
AND
COMMITTEE FOR RECOGNITION OF
NURSING ACHIEVEMENT
(CRONA)**

April 1, 2019 – March 31, 2022

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BETWEEN
STANFORD HEALTH CARE
AND
COMMITTEE FOR RECOGNITION OF NURSING
ACHIEVEMENT
(CRONA)

APRIL 1, 2019 – MARCH 31, 2022

PREAMBLE

This Agreement is entered into by and between Stanford Health Care, 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 Stanford Health Care hereby recognizes CRONA as the exclusive collective bargaining representative for purposes of collective bargaining concerning wages, hours and working conditions for Registered Nurses, currently licensed in California and employed by Stanford Health Care in the following classifications: Clinical Nurse I, II, III, and IV; and Relief Clinical Nurse I, II, III, and IV.
- 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 Employee and Labor Relations or designee, within ten (10) calendar days of receipt of the Employer’s notice that it wishes to challenge 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. Except to the extent specified above, removal of positions from the bargaining unit will not be reviewable under this Agreement.
- 1.4 The Employer agrees to notify CRONA in writing of any change in ownership, partnership or merger of Stanford Health Care or a change of the entity that operates Stanford Health Care 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, or on account of sex, age, race, religion, creed, color, national origin, ancestry, physical or mental disability, sexual orientation, and veteran status as provided by law.

SECTION 3 EXCLUSIVE AGREEMENT, AMENDMENTS, TERM OF AGREEMENT

- 3.1 This Agreement and its appendices and any side letters executed herewith 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, its appendices or side letters. 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, 2019 and shall continue in effect up to and including March 31, 2022 and from year to year thereafter, unless, at least ninety (90) days prior to March 31, 2022 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.

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. 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 may charge a fee for those requests which require special or extraordinary processing or staff time.

- 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. 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 voluntary organizations.

SECTION 5 CRONA SECURITY AND DUES DEDUCTIONS

- 5.1 Current Employees. All Nurses hired before July 1, 1978 may voluntarily remain or become members of CRONA or comply with the provisions of paragraph 5.2.1.a or 5.2.1.b. However, the Employer shall have no obligation to discharge or otherwise discipline any such Nurse who does not desire to do so.
- 5.2 New Employees. It shall be a condition of employment that all Nurses hired on or after July 1, 1978, 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 5.2.1.
- 5.2.1 Any Nurse covered by this Agreement who, for personal or religious reasons, does not choose to conform to the membership requirements of 5.2, may petition CRONA in writing within thirty (30) days after the effective date of her/his employment. Such petition shall request, and by such request 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

as a contribution toward the administration of this Agreement in an amount equal to the regular dues of CRONA; 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 5.2.1 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.

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 the Agreement, for the term of this Agreement.

5.3.2 No such 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, or service fee for administration of the 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.

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 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 have been made, is less than the sum certified in accordance with 5.3.2 of this Section, and, if such paycheck is less than the sum so certified, the Employer shall have no future obligation to deduct the amount from any succeeding paycheck of the Nurse. A valid authorization, once revoked by a Nurse, may not be reinstated within sixty (60) days of the date on which revocation was received by the Employer.

5.3.4 CRONA shall undertake to advise all newly hired Regular and Relief Nurses of their obligations 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 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 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 as described in this section.

5.3.6 CRONA Membership Dues Or Service Fee Deductions

To: Stanford Health Care:

For each pay period during which I work for Stanford Health Care 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 benefit deductions required by law and medical benefit deductions 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.

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 28 of this Agreement except current employees who have already served a trial period. 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 terminations under the Grievance and Arbitration provisions.

- 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 28 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 28 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 who transfers to a position represented under this Agreement shall maintain her/his 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, if any.

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 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 – Non-Transfer. Regular Clinical Nurse IIIs and IVs will be reclassified as provided in the Professional Nurse Development Program Section VIII.

6.4 Rehires – Regular Nurses.

- 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 twelve (12) months of employment on the step. Eligibility for longevity steps will be according to Appendix "A". To the extent operationally feasible the Nurse may return to the same shift rotation held at the time of resignation. The Employer will determine whether a unit is similar based on its review of the clinical skills and experience required. 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 Regular 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 with no intervening employment, a Regular Nurse will be considered as a new hire. The Employer will evaluate any intervening employment to determine appropriate step placement on the Clinical Nurse II salary scale.
- 6.4.4 If a Regular Nurse is rehired into the same unit within two (2) years from resignation, and has had continuous clinically comparable employment as determined by the Patient Care Manager, the Nurse is placed in the step on the Clinical Nurse II salary scale that had been attained at the time of resignation. If hiring into a different unit the Nurse will be treated as a new hire.
- 6.5 Classification and compensation procedures for Relief Nurses are set forth in Section 15 of this agreement.

**SECTION 7
COMPENSATION**

7.1 Salary Placement.

- 7.1.1 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 step increase date occurs in accordance with applicable procedures of Section 7.1.2. (Salary step progression for Relief Nurses is specified in Section 15.)
- 7.1.2 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 Steps 4 through 7 shall occur each year effective the pay period during which the Regular Nurse's step increase date occurs, providing performance is satisfactory. Regular Nurses will progress to

Step 8 upon completion of four (4) years of continuous service with the Employer and two (2) years completed at Step 7, provided performance is satisfactory. The Employer will initiate payroll action for salary step increases on a timely basis providing that performance is satisfactory, unless the Nurse has not timely completed her/his responsibilities under performance evaluation procedures, outlined in Section 27.

7.1.3 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 and 4 years of continuous Employer service.

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).

The above requirements for Step 8 do not apply to Nurses who are already at Step 8 or above as of July 17, 2016. The longevity step increases for Steps 8 through 13 for eligible Nurses shall occur at the beginning of the pay period in which the Adjusted Hire Date falls.

7.1.4 There shall be no adjustment of the step increase 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.

7.1.5 Prior to revising or establishing new qualifications and Clinical Performance Criteria for Clinical Nurse II, the Employer shall notify CRONA. Upon the request of CRONA, the Nurse Practice Committee shall be given 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 29.2.4, 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 Nurse Practice Committee or submitted to but not resolved in mediation may be resolved by the CNO. Unless agreed to by the Nurse Practice 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, recognizing that the Employer holds the ultimate responsibility and accountability for nursing practice and standards.

- 7.1.6 Any Regular Clinical Nurse hired during the term of this Agreement will be initially 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.
- 7.1.7 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.
- 7.1.8 Procedures for annual performance evaluations are set forth in Section 27 of this Agreement.
- 7.2 Part-time Nurses. Part-time Regular Nurses shall be paid in accordance with the salary schedules in Appendix "A" 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 worked.
- 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. Nurses designated and acting in the capacity of Assistant Patient Care Manager (APCM) or Patient Care Manager (PCM) pursuant to 7.4 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, an APCM or PCM, for a continuous period of fifteen (15) calendar days shall be designated in writing as an APCM or PCM 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 APCM or PCM or other non-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 review under this Agreement.

7.5 Shift Differentials.

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

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.

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. Any Nurse assigned to work on a weekend will receive a differential based upon five percent (5%) of the Nurse’s base wage rate.

7.5.5 Part-time Shifts. The applicable shift differential will be paid for shifts of less than eight (8) hours only if at least half of the hours worked are between the hours of 6:00 PM and 6:00 AM.

7.5.6 Combination of Shifts.

a. Evening/Night. If a Nurse works a combination of evening shift and night shift hours, and a majority of the hours are before 10:00 PM, the evening rate will be paid; if a majority of the 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. Day/Evening or Night.

(1) If a Nurse works an eight hour shift which is 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 hours worked are between the hours of 2:00 PM and 6:00 AM.

(2) If a Nurse works a ten hour shift which is 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 hours worked are between the hours of 3:00 PM and 7:00 AM.

(3) If a Nurse works a twelve hour shift which is 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 hours worked are between the hours of 3:45 PM and 7:15 AM.

- 7.5.7 Differential for PTO Hours. A differential of ten percent (10%) or eighteen percent (18%) respectively will be paid to Regular Nurses claiming PTO 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 which are contiguous to a regular shift will receive the higher shift differential of the two (2) shifts worked. 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 Short Notice Compensation hours worked.
- 7.5.9 Non-contiguous 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 (1-1/2) 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 will include time actually worked, but will not include any time for which the time and one-half (1-1/2) premium or the double time 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 Manager and be relieved of duty.

- 7.6.4 Double Back Premium. Any 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 overtime rates for the entire second shift.

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 Except as explicitly stated in 7.6.1, nothing in this Agreement shall be applied to require compensation greater than one and one-half (1-1/2) times a Nurse's regular hourly rate of pay for any period worked.

- 7.7 On-Call Systems. There are two types of On-Call, titled "Restricted" and "Unrestricted".

- 7.7.1 Restricted On-Call. This type of On-Call is considered to be hours worked and will be compensated accordingly. The Nurse is required to remain on-call on the Employer's premises or at some designated place (within a restricted geographical area.)

- 7.7.2 Unrestricted On-Call. This type of 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 s/he may be reached by telephone. The Employer will compensate a Nurse on unrestricted on-call at one-half the hourly base wage rate for scheduled unrestricted on-call hours. If a Nurse is called into work while on unrestricted on-call status, s/he will be paid at the rate of one and one-half (1-1/2) 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.

- 7.7.3 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.

- 7.7.4 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. To meet a staffing need a Nurse may be called on short notice to report for work. If the Nurse called for work is not in an on-call status on an established on-call system, the following shall apply, except in situations where a Nurse previously scheduled to work and canceled has been called in to work within one (1) hour of the initial cancellation.
- 7.8.1 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 (1-1/2) 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 the first eight (8) hours (excluding the early hours), one and a half (1-1/2) times the regular hourly rate for hours in excess of eight (8) but less than twelve (12), and double the regular hourly rate for hours in excess of twelve (12) in that workday.
- a. A Nurse who is scheduled for and works a twelve (12) hour shift who is requested to work prior to the normal starting time of her/his assigned shift will be paid at double time for all early hours worked. A Nurse working overtime contiguous to a regular shift will receive the higher shift differential of the two (2) shifts worked for the overtime hours. (Cross reference section 18.6.7)
- 7.8.2 A Nurse requested to report back to work on a day in which he or she has already worked will be provided one and one-half (1-1/2) times the regular hourly rate for each hour in that workday in excess of eight (8) but less than twelve (12), and double the regular hourly rate for each hour in excess of twelve (12). When the Nurse's twenty-four (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.
- 7.8.3 A Nurse requested to report back to work on a scheduled day off, without receiving at least six (6) hours advance notice, will be paid one and a half (1-1/2) times the regular hourly rate of pay, with a guaranteed minimum of four (4) hours, for all hours through the twelfth (12th) hour, and double the Nurse's regular hourly rate of pay for all hours in excess of twelve in the workday. 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 except as otherwise provided in section 7.6.5.
- a. A Nurse requested to report back to work on a scheduled day off by pre-arrangement (more than six (6) hours notice) is compensated at regular hourly rates unless overtimes rates are applicable because the Nurse is working more than eighty (80) hours in a pay period or eight (8) hours in a day.
- 7.9 Staff and Committee Meetings.
- 7.9.1 Staff Meetings. Nurses will be paid for attending staff meetings outside of the Nurse's regularly scheduled shift. If the meeting is contiguous with the Nurse's shift, the pay rate will include the Nurse's regular shift differential, if any, and overtime premium, if applicable.

7.9.2 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.

7.10 Preceptor Program Differential.

7.10.1 Effective at the start of the pay period following ratification, a Nurse assigned by the Employer as a Preceptor pursuant to this section will be paid a premium of three dollars (\$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.

7.10.2 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.

7.10.3 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, ED, AAU). 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, ECMO, CRRT, IABP, and VAD.

7.10.4 The length of a formalized training program and the amount of formalized training shall be determined by the Employer.

7.10.5 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.

7.10.6 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.

- 7.10.7 Preceptor competency shall be completed annually. Individual training needs will be identified annually by the Manager or designee through completion of the Preceptor competency.
- 7.10.8 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.
- 7.10.9 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.

7.11 Certification Pay

- 7.11.1 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 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).

SECTION 8 CLASSIFICATION AND COMPENSATION PROCEDURES FOR TRAINING PROGRAMS

The Employer supports job oriented training and professional enrichment through the provision of selected Employer programs offering expanded specialty training opportunities. The Employer has the responsibility to make the final determination of the need for and definition of such programs at its sole discretion.

8.1 Extended Orientation Training Programs.

- 8.1.1 To the extent the Employer provides in house Extended Orientation Training Programs in certain specialty areas participation is open, subject to enrollment limitations, to all current Regular Nurses of the Employer who have successfully completed their trial period and to other external Registered Nurse applicants deemed qualified by the Employer. Successful applicants will be eligible to fill available positions within the specialty area upon successful completion of the program.
 - a. Current Regular Nurses of the Employer who apply and are selected for an Extended Orientation Training Program will continue to be compensated at the Nurse level and step attained at the time of entry into the program. External Registered Nurse applicants who are selected for such programs will be hired into the program at the Regular Clinical Nurse II level except in the O.R. where external participants may be hired at the Regular Clinical Nurse I level.
 - b. The terms and conditions for completion of Extended Orientation Training Programs are set at the sole discretion of the Employer and not reviewable under the terms of this Agreement. Following successful completion of the program the Nurse will be evaluated by the Employer to determine appropriate Nurse level within the specialty area. A non-trial period Nurse will be given up to a maximum of six (6) months (including the time spent in the training program) to meet the Clinical Performance Criteria for the new specialty area. If the Nurse does not meet the criteria at the end of the six (6) month period s/he will be reclassified downward to the appropriate Nurse level. Salary decrease will be processed as necessary three (3) months from date of reclassification. The Patient Care Manager has the option to extend the above referenced period for any period not to exceed an additional six (6) months if, in her/his judgment, the Nurse is making significant progress toward the clinical performance criteria and overall job performance. Extension under these circumstances shall not be unreasonably withheld. If, at the end of the extended period the Nurse is not meeting the performance level, reclassification downward will occur to the appropriate Nurse level with salary decrease processed immediately as necessary. A downward

reclassification is not considered to be an involuntary reclassification under Section 6.3.2 of the Agreement.

- 8.1.2 Current Nurses who apply to Extended Orientation Training Programs will be given preference, if qualified, over external applicants unless in the judgment of the Employer the external applicant is better qualified. Selection for such training programs is not otherwise reviewable under the terms of this Agreement.
- 8.1.3 A current Regular Nurse accepted into an Extended Orientation Training Program will maintain her/his appropriate Employer hire date and will suffer no loss of related Nurse benefits during the period of time in the program.
- 8.2 Tuition Based Specialty Training Programs. To the extent the Employer provides Tuition Based Specialty Training Programs, participation in such programs is open, subject to enrollment limitations, to all qualified Registered Regular Nurse applicants.
 - 8.2.1 Current Regular Nurses who apply to Tuition Based Programs will be given preference, if qualified, over external applicants unless in the judgment of the Employer the external applicant is better qualified. Selection for such training programs is not otherwise reviewable under the terms of this Agreement.
 - 8.2.2 Participants in Tuition Based Programs will be considered student/trainees and not employees of Stanford Health Care during the time spent in the program and as such not included in the bargaining unit represented by CRONA. The terms and conditions for completion of such programs are set at the sole discretion of the Employer and not reviewable under the terms of this Agreement.
 - 8.2.3 Regular Nurses accepted into such programs will be considered to be on an approved Educational Leave of Absence as defined in Section 19 of this Agreement for the period of time spent in the program.
 - 8.2.4 Successful graduates of tuition based training programs are eligible for hire into the specialty area covered by the program to the extent vacancies exist. External applicant program graduates will be considered new hires and evaluated as such pursuant to Section 6 of the Agreement.
 - 8.2.5 Regular Nurses successfully completing the program will be qualified over external applicant graduates unless, in the judgment of the Employer the external applicant is better qualified. Nurses will be evaluated as transfers pursuant to Article 6.2 of the Agreement. Selection for hire is not otherwise reviewable under the terms of this Agreement.

SECTION 9 BENEFITS

- 9.1 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 15 of this Agreement.

9.2 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 9 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.

9.2.1 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.

9.2.2 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.

9.3 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 is specified in Section 15 of this Agreement. CRONA understands and agrees that the descriptions below do not purport to recite completely the coverage or eligibility requirements for the plan, the details of which are subject to periodic review and modification by the Employer.

9.3.1 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 15.

- b. For Health insurance 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.

9.3.2 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 Stanford Health Care, 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.

9.3.3 Vision Plan. The Employer shall provide a vision care plan.

- 9.4 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 15.

The Employer will pay 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.

- 9.5 Basic Life Insurance. The Employer pays the total premium cost to provide all Regular Nurses and eligible Relief Nurses as specified in Section 15 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.

- 9.6 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 9.7 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.

- 9.7 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:

9.7.1 Effective January 1, 2020, the Group D Retiree Health Reimbursement Account benefit will be increased by fifty percent (50%).

9.7.2 Effective January 1, 2021, the Group D Retiree Health Reimbursement Account benefit will be increased by an additional five percent (5%).

9.7.3 Effective January 1, 2022, the Group D Retiree Health Reimbursement Account benefit will be increased by an additional five percent (5%).

- 9.8 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.
- 9.9 Supplemental Long Term Disability Insurance. Regular Nurses and eligible Relief Nurses as specified in Section 15 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 15 up to sixty-six and two-thirds (66-2/3%) percent, 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.
- 9.10 Supplemental Short Term Disability Insurance. Regular Nurses and eligible Relief Nurses as specified in Section 15 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.
- 9.11 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 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.

- 9.12 Supplemental Accidental Death and Dismemberment Insurance. Eligible Regular and Relief Nurses may purchase Supplemental Accidental Death and Dismemberment Insurance, through payroll deduction, 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.

- 9.13 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.
- 9.14 Legal Care Plan. Eligible Nurses may purchase a legal care plan through appropriate payroll deduction.
- 9.15 Flexible Spending Program. The Employer will provide the opportunity for Regular Nurses and “C” and “D” 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 day care expenses.
 3. IRS allowed medical spending account (effective beginning of 1999 plan year).

SECTION 10 PAID TIME OFF (PTO) AND EXTENDED SICK LEAVE (ESL)

10.1 Paid Time Off (PTO).

10.1.1 Purpose and Rate of Pay. Paid Time Off (PTO) allows more flexibility and individual management of 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 excused elective absences. A Regular Nurse permanently assigned to evenings or nights at the time of payment will receive a differential of ten percent (10%) or eighteen percent (18%), respectively, based upon the hourly base wage rate. Permanent assignment constitutes an anticipated or realized six (6) months of assignment. This assignment is agreed upon by the Nurse and department and indicated on a signed Personnel Action Form.

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

10.1.3 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. As an exception, eight (8) hour double shifts worked in a workday may result in an accrual of PTO over eighty (80) hours in a pay period.

- b. PTO accrual will continue for all hours off on Jury Duty and legal appearances as defined in Section 21, 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

10.1.4 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.
- 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 due to 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 department is not open before the start of the shift, the employee has sixty (60) minutes after the opening of the office within which to call. If the Nurse does not have approval for each day of absence, it shall be considered an unpaid, unexcused absence. Such absences can become cause for disciplinary action. The Employer may request a doctor's certificate of illness, to be documented by a treating licensed healthcare provider and/or require the Nurse to be seen by the Employer's designated Physician or Nurse Practitioner if the amount of time off due to 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.
- 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, if sufficient PTO has been accrued. Otherwise the new hire will be scheduled for absent days.
- 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.
- j. If work is not available on a holiday, the Nurse may use either PTO or Absent time.
- k. 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.

- l. 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.
- m. 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.

- n. All Regular Nurses shall be permitted to cash out hours in the event of an "unforeseeable emergency" within the meaning of the Internal Revenue Service rules or guidelines. Nurses must submit a request for approval form to the Vice President of Patient Care with the required supporting documentation. If approved by the Director of Employee and Labor Relations, payment will be made to the Nurse. Employer decisions to approve or deny requests for cash outs shall be final and binding and not reviewable under the terms of this Agreement.
- o. A Nurse changing 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 applicable relief per diem).
- p. The Employer will make a good faith effort to grant each Nurse two (2) consecutive weeks of vacation per year, if requested, without requiring the Nurse to find coverage.

10.1.5 Holidays. The following holidays are built-in components of the PTO accrual rates: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and the Regular Nurse's Birthday or alternatively, any other work day mutually agreed upon by the Regular Nurse and her/his supervisor within the year following the Nurse's birthday. However, Regular Nurses required to work on any actual holiday, except their birthday, will be paid 1-1/2 times the regular hourly rate of pay including any applicable shift differential for all time worked between 10:45 p.m. on the eve of the holiday and 11:15 p.m. on the day of the holiday. In addition to the one and one-half (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 7.5.7.

10.1.6 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.

10.2 Extended Sick Leave (ESL).

10.2.1 Purpose and Rate of Pay. Extended sick leave compensates Regular Nurses in the case of their own extended illness or injury, and is utilized for absences

beginning the fourth (4th) consecutive day of 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.

- 10.2.2 Eligibility. All Regular Nurses are eligible to accumulate ESL.
- 10.2.3 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.
- 10.2.4 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.
- 10.2.5 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 11 GOVERNMENT PROGRAMS

- 11.1 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.
- 11.2 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.
- 11.3 State Unemployment Insurance. Certain former Nurses may be eligible for State Unemployment Insurance. The State of California establishes requirements and determines eligibility and benefits.
- 11.4 COBRA. The Employer provides continuation of coverage of benefits as defined in the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended.

**SECTION 12
EMPLOYER RETIREMENT PLAN**

12.1 Employer Retirement Plan.

- 12.1.1 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.
- 12.1.2 The Employer will make regular deposits as set forth in 12.1.3.c 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.
- 12.1.3 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 by operation of paragraph B of Appendix A-3 of the 1978 Stanford Hospital Agreement continued as a participant in the Stanford Hospital Pension Plan, or 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 (a defined benefit plan).
- c. Basic Contribution. 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.

Retirement Match. In addition a Regular Nurse who makes a voluntary contribution 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.

- (1) Effective the pay period beginning May 6, 2007, the Employer will match the voluntary contribution of a Regular Nurse with fifteen (15) years of retirement eligible service up to six percent (6%) 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.
- (2) Effective at the start of the payroll period after June 6, 2011, the Employer will match the voluntary contribution of a Regular Nurse with ten (10) years of retirement eligible service up to five percent (5%) of pension-eligible earnings.
- (3) Effective January 1, 2017, 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 percent (5%) of pension-eligible earnings, and the Employer will match the voluntary contribution of a Regular Nurse with ten (10) or more years of retirement eligible service up to seven percent (7%) of pension-eligible earnings.
- (4) Effective the first pay period of 2022 (pay period beginning 12/26/2021), the Employer will match the voluntary contribution of a Regular Nurse with fewer than five (5) years of retirement eligible service up to five percent (5%) of pension-eligible earnings, 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 six percent (6%) of pension-eligible earnings, and the Employer will match the voluntary contribution of a Regular Nurse with ten (10) or more years of

retirement eligible service up to eight percent (8%) of pension-eligible earnings.

- d. Nurses in Relief status C or D 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 and D 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 or D, provided that Nurse has been employed for one (1) year prior to conversion to relief status.
- 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.

12.1.4 A Regular Nurse, Relief Nurse C or Relief Nurse D 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 his/her status changes.

12.2 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 13 PRE-PLACEMENT AND ANNUAL PHYSICAL EXAMINATIONS

13.1 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 Stanford Health Care. 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 14
EDUCATIONAL ASSISTANCE AND PROFESSIONAL ENRICHMENT**

14.1 Purpose.

- 14.1.1 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.
- 14.1.2 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.

14.2 Eligibility.

- 14.2.1 Regular full-time and part-time Nurses who have completed their trial period and one thousand (1000) hours actually worked and “C” and “D” Relief Status Nurses who have completed their six month trial period and the equivalent number of hours (1000), are eligible to participate in this program.
- 14.2.2 Nurses who have not completed the eligibility requirements set forth above are not eligible to participate in this program. Once eligible a Nurse must maintain an eligible status throughout the entire course(s) or reimbursement will not be granted. 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.
- 14.2.3 Nurses who have completed the eligibility requirements set forth above and who are granted an educational leave pursuant to Section 19 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.

14.3 Reimbursement.

- 14.3.1 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 in 14.7, and reimbursement procedures in the Employer’s Reimbursement Policy. Eligible part-time Regular and Relief Nurses will be eligible for reimbursement on a pro-rata basis.
- 14.3.2 When required in connection with a qualified course, the reimbursement may cover lab fees, textbooks and software required by the course.
- 14.3.3 Reimbursement Section. The dollar maximum is Two Thousand Dollars (\$2000.00) per academic year (September 1 through 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 SHC, and Lane Library privileges); fees for professional certification and renewals, membership in a professional Nursing organization, Nursing Research Projects at SHC through SHC 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 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.

14.3.4 Continuing Education Units. All continuing education programs certified by the BRN and which are job related as defined in 14.7.1.b and accredited by the State of California for re-licensure shall qualify for educational assistance under the terms for reimbursement set forth in 14.7 and 14.8. In addition, all the Employer sponsored CEU courses shall qualify for educational assistance under the terms for reimbursement.

14.4 Paid Educational Hours.

14.4.1 A full-time Regular Nurse shall be entitled to forty (40) hours with pay each academic year (September 1 through August 31) to attend programs and courses, in accordance with the procedures and guidelines provided herein. Eligible Regular part-time Nurses and Relief Nurses will be eligible for reimbursement on a pro-rata basis.

14.4.2 Procedure.

- a. If pre-approved educational hours have not been granted to a Nurse pursuant to the Employer's policy, the eligible Nurse must apply in writing at least thirty (30) days in advance, and no less than fifteen (15) days prior to the posting of the schedule during which the time is being requested, specifying the course, institute, workshop or class certification or exam the eligible Nurse wishes to attend, and the number of hours requested. Requests received less than thirty (30) days in advance and less than fifteen (15) days prior to the posting of the schedule during which the time is being requested may be granted at the sole discretion of the Manager.
- b. A Nurse may request educational hours over the Nurse's commitment, for actual time spent attending a course, which may be granted at the sole discretion of the Manager.
- c. The Employer shall schedule educational hours in accordance with scheduled work and staffing assignments and make a good faith effort to notify the Nurse within ten (10) days after receipt of a request whether or not the request for hours has been granted.

- d. The Employer shall provide reimbursement within thirty (30) working days of receipt of the completed paperwork by the Department of Human Resources.
 - e. The decision to approve or deny a request for educational time off is within the sole discretion of the Employer, but such time will not be denied unreasonably.
- 14.4.3 Yearly Basis. Each eligible Nurse shall be eligible for educational hours as provided in this Section on the basis of the academic year, which is the period from September 1 – August 31.
- 14.4.4 Accumulation. A Nurse entitled to apply for educational hours who does not apply waives them for the year. Nurses will make every attempt to request educational hours in a timely manner throughout the year. If an eligible Nurse requests educational hours for a program within the guidelines provided herein and does not receive them in the year for which qualified, the eligible Nurse may accumulate them for use in the following year.
- 14.4.5 Payment for Educational Hours.
- a. 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, up to a maximum of eight (8) hours, as educational hours, PTO or absent time.
 - b. Subject to (a), 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 night shift, the Nurse's regularly scheduled 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.
- 14.4.6 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 14.2.
 - 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.

14.5 Educational Training and Classes Required by the Employer.

14.5.1 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.

- a. 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 but the Nurse takes the training or class elsewhere, unless the Nurse schedules to take the training or class pursuant to subparagraph (b) below.
- b. As provided above in Section 14.2.2, 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.

14.5.2 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.

14.5.3 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.

14.6 Shift Differential for Educational Classes. 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.

14.7 Program, Course, and/or Exam Qualifications.

14.7.1 Only courses taken for credit, certification exams and renewals, according to the following criteria, will be accepted for tuition assistance. A grade of "C" or higher must be obtained in a course taken for credit to qualify for reimbursement.

Criteria.

- a. Courses required for undergraduate, graduate or professional degree in the field of Nursing.

- b. Vocational, correspondence, extension, college or occupational skills courses, certification exams and renewals, and workshops which are clearly and demonstrably related to the effective performance of the eligible Nurse's present job or which in the judgment of the Employer will increase the Nurse's knowledge and effectiveness as a Registered Nurse with the Employer.

14.7.2 The approval of apparent course compliance will be made by the eligible Nurse's Unit Supervisor and will be then forwarded to the Vice President of Patient Care or her/his designee who may in consultation with the Human Resources Department either approve or deny the request.

14.8 Application Procedure.

14.8.1 Program, Course, Exam Approval (other than Continuing Education Units).

- a. Before enrolling for a program, course, and/or exam, the eligible Nurse must present her/his supervisor with a written request describing how the program, course(s), and/or exam(s) meets the criteria set forth in 14.7 above.
- b. Programs, courses, and/or exams must be approved for qualification compliance by the applicant's Unit Supervisor and approved by the Vice President of Patient Care or designee prior to enrollment.
- c. If appropriate approval has been granted to an eligible Nurse for a total continuing program, e.g., completion of an undergraduate, graduate or professional degree in the field of Nursing, it is not necessary to request approval before registering for each course in the program.

If an eligible Nurse is not enrolled in a total program, such as the completion of a Bachelor's Degree, but desires to enroll in single courses, it is required that the Nurse seek appropriate approval for each individual course.

- d. The approved and completed form is retained in the Department of Nursing.

14.8.2 Reimbursement.

- a. In order to receive reimbursement, the following must be submitted to the Nursing Administration within ninety (90) calendar days of the final date of the course(s):
 - (1) A completed current Tuition Reimbursement Application Form.
 - (2) Evidence of payment of expenses, e.g., a copy of a canceled check, receipt for payment or customer copy of credit card statement.

- (3) Grade record – “C” or higher or certification of course completion in courses where no grade is given, e.g., a copy of the BRN Continuing Education Certificate.
- (4) Copy of exam/passing score notification.

b. 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 Nursing Administration Department must be informed in writing before the end of the ninety (90) calendar day limit.

14.9 Specialty Continuing Education.

14.9.1 When the Employer provides continuing education for Nurses, at least every tenth (10th) such opportunity per course will be reserved for a Nurse not currently assigned to a unit requiring training in the specialty subject offered.

14.9.2 The Nurse must have sufficient educational hours or PTO to complete the program and must request the time off from her/his Unit Supervisor as provided in 14.4.2 above.

14.10 Sabbatical Assignment.

14.10.1 Purpose. The purpose of sabbatical assignments is to grant eligible Nurses the opportunity to receive assignments to a special project or a research project for the purpose of enhancing professional development of the Nurse and of enhancing the practice and profession of nursing with the Employer.

14.10.2 Eligibility and Qualifications. All 0.8 time or more Regular Nurses with seven (7) or more years of continuous service with the Employer are eligible to apply for posted sabbatical assignment or to submit a proposal for a sabbatical assignment.

14.10.3 Terms of Sabbatical Assignments. The Vice President of Patient Care may identify the subject matter, duration, time commitment and other terms of the special project or research project, which will then be posted by the Nursing Department for application by eligible Nurses. In addition, any Regular Nurse with seven (7) or more years of continuous service may submit a written proposal for special project or research project. The proposal shall be submitted to the Regular Nurse’s unit supervisor for review. If the supervisor determines it to be worthy of further consideration, the supervisor will submit it to the Vice President of Patient Care for review. If the Vice President of Patient Care approves the proposal in whole or in part, s/he will determine the duration, time commitment, and other terms of the special project or research project.

14.10.4 Selection. Selection among eligible applicants or among proposals for sabbatical assignments shall be based on the Vice President of Patient Care’s judgment of the merit of the proposal and qualifications, skill and ability to perform the assignment, the operational needs of the applicants’ units, past

participation in Employer or nursing service committees and special projects. Whenever two (2) or more Regular Nurses are determined by the Vice President of Patient Care to be substantially equal, priority shall be given to Nurses who have not previously been offered a sabbatical assignment.

14.10.5 Pay and Benefits. Regular Nurses selected for sabbatical assignment shall be paid at their base wage rate and benefits for the duration of the sabbatical assignment.

14.10.6 Number of Sabbatical Assignments. The number and terms of sabbatical assignments shall be determined by the Vice President of Patient Care. If a sufficient number of research projects or special projects are identified for posting by the Vice President of Patient Care or if a sufficient number of Nurse proposals are approved by the Vice President of Patient Care, sabbatical assignments shall be offered to up to three (3) Regular Nurses per contract year.

SECTION 15 RELIEF NURSE PROGRAM

15.1 Summary of Responsibilities. The Relief Nurse provides a per diem staffing resource to supplement the regular and part time staffing on Nursing Units. The Relief Nurse may be designated to act as Resource 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. S/he performs the clinical related activities according to the respective assigned unit's criteria. All terms and conditions for the Employer's employment of Relief Nurses are set forth in this Section unless as otherwise expressly provided in another Section of this Agreement.

15.2 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 "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 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.

15.3 Qualifications for Employment.

15.3.1 At the option of the Employer a newly hired Relief Nurse may be required to attend and satisfactorily complete the Registered Nurse orientation program to qualify to be placed on the Relief Nurse availability list. Orientation requested over that required by the Employer to enable a Relief Nurse to function in a specific area must have the approval of Unit Supervision and Nursing Administration.

- 15.3.2 Newly hired Relief Nurses with less than twelve (12) months experience will be hired at the Relief Nurse I level.
- 15.3.3 Newly hired Relief Nurses with the equivalent of twelve (12) full months or more of experience will be hired at the Relief Nurse II level. The Employer will determine appropriate step placement based on its assessment of the Relief Nurse's experience 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 Relief Nurse is hired as determined by the Patient Care Manager.

15.4 Movement from Regular Nurse Employment.

- 15.4.1 A move from Regular full-time or part-time Nurse status to Relief Nurse status must be approved by the Patient Care Manager and Department of Nursing. Evaluation of performance must be completed by the Patient Care Manager before request is considered.
- 15.4.2 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.
- 15.4.3 A Regular Nurse who requests and receives an educational Leave of Absence to be employed as a Relief Nurse will upon satisfactory maintenance of Relief Nurse commitment and a return to employment as a Nurse, have no adjustment in her/his hire date.
- 15.4.4 A Regular Nurse who changes her/his status to Relief Nurse and returns to Regular Nurse status, will, if the Relief commitment has been met according to the requirements set forth in this Section, have no adjustment in her/his hire date.

15.5 Rehires – Relief Nurses.

- 15.5.1 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 other than the same or similar unit or area the Relief Nurse will be treated as a new hire. The Employer will determine whether a unit or area is similar based on its review of the clinical skills and experience required.

- 15.5.2 If rehired after twelve (12) months from resignation with no intervening employment, the Relief Nurse will be considered as a new hire. The Employer will evaluate any intervening employment to determine appropriate step placement.
- 15.5.3 If a Relief Nurse is rehired into the same unit or area at the same commitment previously held and maintained within two (2) years from resignation, and has had continuous clinically comparable employment as determined by the Patient Care Manager, the Relief Nurse is placed in the Relief Clinical Nurse level II and step that had been attained at the time of resignation. If hiring into a different unit or area the Relief Nurse will be treated as a new hire.
- 15.6 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.
- 15.7 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 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.
- 15.8 Movement to Regular Nurse Employment After the Trial Period. Relief Nurses who have successfully completed the Relief Nurse trial period who 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 level and step 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.
- 15.9 In applying for posted vacant positions, Relief Nurses shall accrue and use seniority pursuant to Section 23.
- 15.10 Reclassifications of Relief Nurses. Voluntary and involuntary reclassification shall be the same as for Regular Nurses (Section 6.3).
- 15.11 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.
- 15.12 Employment Commitment and Status.
 - 15.12.1 Relief Nurses are required to make a written commitment of availability (as defined below) to her/his respective schedule planner. Shifts may be worked in four (4), six (6), eight (8), ten (10), or twelve (12) hour blocks in order to fulfill commitment. Relief Nurse commitment is successfully met by actually working all hours of commitment for which the Relief Nurse is scheduled by the Employer unless s/he is canceled by the Employer. 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. Continued noncompliance may result in termination.

Classifications	Holiday Commitment	Weekend Commitment
"Limited – Minimum 24 shifts per 12 month period commencing with Relief Nurse review date	At least 1 of the following Holidays: December 24-evening shift December 24-night shift December 25-day shift December 25-evening shift December 31-evening shift December 31-night shift January 1-day shift	Minimum of 3 weekends per 12 month period commencing with Relief Nurse review date.
"A" – 16 hours per 80 hour pay period. Only RNs with at least 1 year of acceptable experience will be accepted as "A" commitment.	At least 1 of the following Holidays: December 24-evening shift December 24-night shift December 25-day shift December 25-evening shift December 31-evening shift December 31-night shift January 1-day shift	1 weekend in a 4 week period.
"B" – 24-32 hours per 80 hour pay period	At least 1 of the following Holidays: December 24-evening shift December 24-night shift December 25-day shift December 25-evening shift December 31-evening shift December 31-night shift January 1-day shift	1 weekend in a 4 week period.
"C" – 40-56 hours per 80 hour pay period.	At least 1 of the following Holidays: December 24-evening shift December 24-night shift December 25-day shift December 25-evening shift December 31-evening shift December 31-night shift January 1-day shift	2 weekends in a 4 week period.
"D" – 64-80 hours per 80 hour pay period	At least 1 of the following Holidays: December 24-evening shift December 24-night shift December 25-day shift December 25-evening shift December 31-evening shift December 31-night shift January 1-day shift	2 weekends in a 4 week period

Holidays are considered the same as a weekend day for the purpose of fulfilling the weekend obligation. Only Holidays enumerated in Section 10.1.5 shall be compensated at one and one-half (1-1/2) times the Relief Nurse's regular hourly rate of pay. Relief Nurses are not eligible for the weekend premium specified in Section 17 of this Agreement. For purposes of meeting weekend commitments all required weekends must be worked or made-up within the following 12-week period. A Relief Nurse who has provided her/his weekend availability and who is not utilized is not required to make up that weekend. The Employer will consider exceptions to this requirement as appropriate.

- 15.12.2 Relief Nurses who work only in a specific unit on a "limited" commitment basis must meet a commitment arranged with the Nurse Manager and approved by the Department of Nursing according to the needs for that unit.
- 15.12.3 Working full shift on Saturday or Sunday (day or evening shift) or Friday or Saturday (night shift) will count as half of a weekend toward meeting the weekend commitment.
- 15.12.4 Relief Nurses who work in units which are not open on weekends are not required to make up weekend commitments elsewhere.

15.13 Compensation and Benefits.

- 15.13.1 Relief Nurses will be paid in accordance with the salary schedules set forth in Appendix A 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 seven and one-half (7-1/2) years of continuous service with the Employer, 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.
- 15.13.2 Effective on May 22, 2016, Relief Nurses in the C and D classifications 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.
- 15.13.3 Shift differential is paid to Relief Nurses pursuant to Section 7.5. of this Agreement.

15.13.4 Relief Nurses are eligible for the Employer Group Insurance Programs in accordance with their commitment.

“A”	No option toward benefit.
“B”	Option to purchase any or all at group discount rate.
“C” & “D”	Group Insurance is paid by the Employer, however, Nurses on “off-call” for a period exceeding one month must pay the premium for any coverage desired until on-call status is resumed.

15.14 Scheduling.

15.14.1 It is understood that 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 Nurse assignments will be made based on the staffing needs of the Employer and Nursing Supervision’s assessment of the individual Nurse’s competence and skills including but not limited to such factors as experience, education and specialty. In making this assessment the supervisor will seek input from the Relief Nurse and respect the individual’s assessment of those skills. Relief Nurses who have been prescheduled to work are required to call in prior to the beginning of the scheduled shift to confirm that they are needed. Relief Nurses who fail to contact their unit pursuant to this subsection will not be eligible for report time pay.

15.14.2 Relief Nurses are expected to provide their availability including weekend and holiday commitment when applicable to the respective Schedule Planner according to the established cut-off dates for schedule planning. Availability must be provided up to the Relief Nurse’s full commitment. 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 15.12.1.

15.14.3 Every effort will be made to call the Relief Nurse for duty as far in advance as possible; however, since staffing needs change unexpectedly, a Relief Nurse may be requested to work on short notice. Cancellation of service by the Employer will be made at the earliest possible time. Relief Nurses not called prior to the actual start time of shift will not be obligated to remain available. To the extent practicable each unit shall attempt to cancel Relief Nurses in inverse order of relief commitment.

15.14.4 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.

15.14.5 Availability does not constitute confirmation of work. Definite confirmation must be made by the authorized Unit Services’ personnel 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.

- 15.14.6 A newly hired Relief Nurse must work three hundred fifty (350) hours to be eligible for “off-call” as defined in this subsection. An eligible Relief Nurse may take up to a total of eight (8) weeks off (“off-call”) with a limit of four (4) weeks during the period from June 1 – September 30. “Off-call” will be considered only applicable to requested periods comprising at least seven (7) consecutive days and when the Nurse’s commitment is not met in that pay period. The three hundred fifty (350) hours worked must include meeting the appropriate holiday and weekend commitment as specified in 15.12.1. The “off-call” period is defined yearly from October 1 to September 30. Failure of Relief Nurses to meet the commitments of “off-call” requirements may result in termination of their services.
- 15.14.7 Relief Nurses are not eligible for Leaves of Absence except as provided by the Federal and California Family/Medical Leave Acts and other applicable laws. However, female Relief Nurses incapable of performing their jobs due to a verified pregnancy related disability will be considered to be off-call for the period of verified disability up to a maximum of six (6) months. At the end of the period of verified disability the Relief Nurse is eligible to return to the Relief pool at the same commitment and Relief Nurse level held prior to the onset of pregnancy related disability.
- 15.14.8 A “C” or “D” Relief Nurse called for Jury Duty or a legal appearance on behalf of the Employer as defined in Section 21 of this Agreement will be compensated at her/his regular hourly rate of pay for time spent on Jury Duty 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. Upon request by the supervisor, proof of completion of time spent on Jury Duty will be provided. Jury payments received are kept by the Relief Nurse.
- 15.14.9 Educational Assistance. Nurses in relief category “C” or “D” shall be entitled to any educational assistance specified in this Agreement prorated according to commitment actually worked.

SECTION 16 TEMPORARY REASSIGNMENTS/FLOATING

- 16.1 CRONA recognizes the Employer’s right to temporarily reassign/float Nurses. The Employer and CRONA also recognize their shared interest that such reassignments be consistent with the competence and skills of the Nurse.
- 16.2 Voluntary Commitment - Floating Outside Region. Any qualified Nurses who wish to volunteer for floating outside their designated region shall notify the staffing office. Preference among Nurses for a float/reassignment outside the designated region will be made to Nurses who have volunteered a commitment, provided that the assignment is consistent with the competence and skills of the Nurse, including but not limited to such factors as experience, education, and specialty and cross-training opportunities in the

assessment of nursing supervision. In making this assessment, the supervisor will seek input from the Nurse and give due weight to the Nurse's own skills checklist when available. To increase the availability of Nurses qualified to float outside the designated region, the Employer will provide orientation programs to those Nurses who have volunteered a specific commitment. Maintaining and fulfilling a specific commitment to float outside the Nurse's designated region shall count as a committee/project toward the Nurse's Clinical Nurse criteria.

- 16.3 Except in the case of unforeseeable circumstances resulting in critical patient care needs, Nurses will not be floated outside her/his designated region in the absence of her/his commitment to do so. Such assignment shall be consistent with nursing supervision's assessment of the individual Nurse's competence and skills and the Nurse will not be required to perform any patient care assignments which exceed her/his qualifications and skills. 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. If a qualified Nurse is available and assigned the Nurse may be excused from the remainder of the assignment and given absent time.

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

- 16.4.1 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.
- 16.4.2 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 incurred in traveling to that location as provided by applicable law. 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.
- 16.4.3 Except in cases of critical staffing shortages, as determined by the Employer, a Nurse shall not be required to float to a different work location more than one time per shift 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.
- 16.4.4 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 May 8, 2019, 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 May 8, 2019, 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.

16.4.5 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 17 WEEKEND STAFFING

17.1 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 individual Nurse will be considered a weekend for the night tour of duty to the extent effective scheduling permits. All such designations will remain in effect for a period of six (6) months. The Employer will use its best efforts to grant full-time and part-time Nurses working the night tour of duty their preferred weekend designation at least two (2) out of every eight (8) weekends based on established fixed eight (8) week cycles.

17.2 Guarantee of Weekends Off.

17.2.1 The Employer will use its best efforts to grant each full-time and part-time Regular Nurse every other weekend off or four (4) out of every eight (8) weekends based on established fixed eight (8) week cycles. A copy of the eight (8) week cycle will be kept in the unit schedule book. The schedule will indicate which half of the eight (8) week cycle is posted. The Employer will guarantee that each Regular Nurse will not be required to perform any work on more than two (2) consecutive weekends without premium pay. If the Employer requires a Regular Nurse to perform any work on more than two (2) consecutive weekends, the Nurse will receive premium pay for work performed on the third (3rd) consecutive weekend and each successive weekend worked until granted a full weekend off. Premium pay will be paid in the pay period during which the additional weekend is worked. If the Employer requires a Regular Nurse to perform any work on more than four (4) weekends in the eight (8) week cycle, the Nurse will receive premium pay for work performed on each weekend in excess of four (4) in the eight (8) week cycle. Premium pay, if any, shall be paid in the pay period immediately following the end of the eight (8) week cycle. The premium pay referred to herein is one-and-one-half (1-1/2)

times the Regular Nurse's hourly base wage plus any applicable shift differential. The aforementioned premium pay shall not be duplicated for the same weekend worked. When a Regular Nurse is working overtime hours on a weekend, the Nurse shall be compensated at overtime rates in lieu of the premium rate provided herein. For purposes of this paragraph, "work" means engaged in patient care at Stanford Health Care. Schedules shall be posted for four (4) week periods at a time, i.e., for the first and second four (4) week periods of each eight (8) week cycle.

17.2.2 Absence from work on a weekend will not be required to be "made up" unless at the Employer's discretion it is considered necessary for the purpose of applying corrective action for excessive absenteeism.

17.3 Exceptions.

17.3.1 In the event of a major catastrophe, the Employer may temporarily suspend the weekend off and premium pay policies provided herein.

17.3.2 A Nurse may voluntarily trade weekends with another Nurse with the written consent of the Nurse Manager or CNS and the schedule planner. Time worked pursuant to an approved trade shall not be considered in determining schedule or computing premium pay under provision 17.2.

17.3.3 Regular Nurses who request and receive approval to be scheduled in a manner that would result in premium pay for working weekends under 17.2 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 18
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 39 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.

18.1 Shift Rotation. Any Regular Nurse assigned to rotating shifts who is scheduled, unless by 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.

18.2 Regular Shifts. Regular shifts 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. Special requirements for units where only twelve (12) hour staffing patterns are in effect are set forth in 18.6.

18.3 Discussions with CRONA. The Employer will advise and update CRONA of the status of current and planned unit shift patterns in Joint Conferences pursuant to Section 32. The Employer will give thirty (30) days notice to CRONA of anticipated changes in shift patterns where change involves shifts of less than eight (8) hours. Such shifts shall be posted and filled on a voluntary basis only.

18.4 Schedules will be posted for four (4) week periods. These schedules will be posted at least nine (9) days (which includes the day of the posting) prior to the beginning of the next schedule. The Employer will make a good faith effort to post the Thanksgiving and Christmas/New Year's schedules at least four (4) weeks in advance of the schedule period.

18.5 Breaks. The Employer provides paid breaks and unpaid meal breaks as follows:

Shift	Breaks
Four (4) – Six (6) Hours	One (1) paid fifteen (15) minute break
Eight (8) – Ten (10) Hours	Two (2) paid fifteen (15) minute breaks One (1) unpaid thirty (30) minute meal break
Twelve (12) Hours	Three (3) paid fifteen (15) minute breaks One (1) unpaid thirty (30) minute meal break

18.6 New Twelve (12) and Twelve/Eight (12/8) Hour Shift Patterns. Before implementing new twelve (12) or twelve/eight (12/8) hour shift staffing patterns on units where prior to the execution date of this Agreement other patterns were in effect, the Employer will follow the following procedures:

- 18.6.1 Department of Nursing and CRONA will agree upon a date for a meeting of all Regular full and part time Nurses on the affected unit to discuss the implementation of a twelve (12) or twelve/eight (12/8) hour staffing pattern for that unit. A representative of CRONA will be invited to attend and participate in the discussion.
- 18.6.2 Within three (3) days of the discussion meeting Department of Nursing and CRONA will agree upon a time for a secret ballot vote by all full and part time Regular Nurses on the affected unit. In no event will the vote be scheduled more than ten (10) days after the meeting referenced in 18.6.1. The wording of the ballot will be subject to mutual agreement between CRONA and the Employer and 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 must vote in favor of the twelve (12) or twelve/eight (12/8) hour staffing pattern to constitute approval of the staffing plan for the unit.
- 18.6.3 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 will be made only to the extent deemed operationally feasible by Department of Nursing. Should Department of Nursing determine that no provision for less than twelve (12) hours can be made this fact will be announced and the reasons for the decision discussed in the meeting described in 18.6.1.
- 18.6.4 The Employer will make best efforts to assist any Nurse who is unwilling or unable to participate in a twelve (12) hour staffing pattern in arranging placement on another nursing unit. 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.

- 18.6.5 For the purpose of a twelve (12) hour day, shifts will be determined to be from 6:45 a.m. until 7:15 p.m. and 6:45 p.m. until 7:15 a.m. unless a different starting time is established based on the staffing needs of a particular unit. The shift commencing at 6:45 a.m. will be known as the day shift and no differential will be paid. The shift beginning at 6:45 p.m. will be known as the night shift and Nurses working that shift will receive the applicable night shift differential for all hours worked.
- 18.6.6 All PTO hours will be taken in twelve (12) hour segments, except for Nurses regularly scheduled for partial shifts, who will take and be scheduled for PTO in the same manner they are normally scheduled to work.
- 18.6.7 Except as provided in this section, all other accruals will continue as defined in this Agreement. Pursuant to Section 7, a Regular Nurse who is scheduled for and works a twelve (12) hour shift who is requested to work prior to the normal starting time of her/his assigned shift will be paid at double time for all early hours worked. A Nurse working overtime contiguous to a regular shift will receive the higher shift differential of the two (2) shifts worked for the overtime hours.
- 18.6.8 Educational hours will continue to be granted on an eight (8) hour basis, and as otherwise defined in this Agreement. Nurses regularly scheduled to a 10 or 12 hour shift may use PTO or "A" time for the remainder of the shift.
- 18.6.9 The Employer will make best efforts to ensure that Nurses working a twelve (12) hour schedule are not required to work more than three (3) consecutive days.
- 18.7 Eight (8)/Twelve (12) Hour Shifts. The Employer acknowledges the importance of and CRONA's interest in maintaining the eight (8)/twelve (12) hour shift mix and will endeavor to maintain them as long as it remains operationally feasible.
- 18.8 Twelve (12) Hour Fill-ins. Nurses may fill in and be paid as twelve (12) hour Nurses for periodic scheduling vacancies in twelve (12) hour shift positions.
- 18.9 End of Established Staffing Patterns. Subject to 18.7, in the event the Employer plans to end an established ten (10), twelve (12) or twelve/eight (12/8) hour staffing pattern on any unit where such patterns are in effect the Employer will notify CRONA of its decision in writing and will meet with CRONA upon request to discuss any effects upon Nurses represented by CRONA.

SECTION 19 LEAVES OF ABSENCE – REGULAR NURSES

- 19.1 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.

- 19.2 Bereavement Leave. Regular Nurses will be eligible for up to three (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 19.2. This will apply if the insufficient PTO is a result of PTO for bereavement which occurred following the scheduling of the vacation.

- 19.3 Leave Categories.

19.3.1 Educational Leave.

- a. The purpose of educational leave is to grant Regular Nurses time off for the pursuit of education pertinent to her/his employment at Stanford Health Care. Job relatedness of any particular education program is to be determined by the definitions set forth in Section 14 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.

19.3.2 State and Federal Family and Medical Leave. Nurses who have been employed by Stanford Health Care 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:

- 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.

19.3.3 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.

- 19.3.4 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.
- 19.3.5 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 19.3.2), 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.
- 19.3.6 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 19.8.3, 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.
- 19.3.7 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.
- 19.4 Duration of Leave. Leaves of absence may be granted up to the following maximum amounts of time:
- Personal – One-hundred eighty (180) days with a possible one-hundred eighty (180) day extension. Educational – One (1) calendar year.
 - Military – A leave will be granted in accordance with federal law.
 - State and Federal Family and Medical Leave – As required by Federal and State laws.

- 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.
- Parental leave – One-hundred eighty (180) days.

19.5 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.

19.6 Reinstatement Rights.

19.6.1 In the case of State and Federal Family and Medical leaves of absence, Medical, pregnancy related disability, personal and parental leaves of absence (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.

19.6.2 Reinstatement is not guaranteed for personal leaves over one-hundred eighty (180) days or any combination of leaves over one-hundred eighty (180) days and educational leaves, but a Regular Nurse will be offered the same or any similar existing vacancy upon returning from the leave.

19.6.3 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.

19.7 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.

19.8 Procedures.

19.8.1 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.

19.8.2 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.

- 19.8.3 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.
- 19.9 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 19.10, below.
- 19.10 Subject to the terms and conditions established by the Employer's insurance plans, Regular Nurses on authorized Medical leave of absence or on State and Federal Family and Medical leaves of absence and who have Employer-paid premiums under the Employer's Group Medical, Dental, and Basic Life Insurance, described in Section 9, 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.
- 19.11 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.
- 19.12 Return from Leave.
- 19.12.1 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.
- 19.12.2 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.

SECTION 20 CHRISTMAS AND NEW YEAR'S HOLIDAY

- 20.1 All Regular Nurses shall be given either the Christmas or New Year's holiday off, unless the Nurse requests to work both holidays. Christmas Eve and/or New Year's Eve may be considered as the holiday upon request, and/or may be given in conjunction with the holiday according to staffing needs.

- 20.1.1 No more often than once every calendar year before September 1st, each unit that is open on the winter holidays has the option to vote on whether to “bundle” the winter holidays with the holiday eves for scheduling purposes for that year. Such a vote may be requested by any Nurse on the unit by making a written request to the unit manager, using a request form provided by CRONA. Such a vote shall be held within two (2) weeks of the request being made. The unit manager shall conduct the vote among the Nurses assigned to the unit. If two-thirds (2/3) of the Nurses assigned to the unit vote to approve the “bundling”, then for that year the Employer shall grant off each Nurse assigned to the unit either (a) the Holiday Shifts on Christmas and Christmas Eve, or (b) the Holiday Shifts on New Year’s and New Year’s Eve, unless the Nurse requests to work both holidays. A Nurse granted off the Holiday Shifts on Christmas and Christmas Eve pursuant to this provision shall be available to be assigned to work on New Year’s Eve and New Year’s Day, and vice versa. For purposes of this provision, the Holiday Shifts are the shifts occurring during the 48-hour period commencing with the start of the Nurse’s shift on the day before each holiday (i.e., Christmas Day or New Year’s Day).
- 20.2 It shall be the responsibility of the Regular Nurse to request, according to established departmental policy, her/his preference with regard to this holiday time, including choice of holiday and whether it should be scheduled as a regular day off or PTO time. If it is not feasible to grant the holiday as a day off, PTO or “A” time shall be used.
- 20.3 The Employer shall, on the basis of the Employer’s needs, decide which of the holidays shall be granted.
- 20.4 In those instances where the Employer does not grant the holiday requested, the other holiday shall be granted automatically.
- 20.5 Thanksgiving shall not be considered in determining Christmas/New Year’s holidays.
- 20.6 Both holidays may be granted, subject to individual request and Employer approval.
- 20.6.1 Individual Regular Nurses may request additional days off in conjunction with the Christmas or New Year’s holidays. Except in unusual circumstances, a request for more than seven (7) additional calendar days off will not be considered. The Employer shall make the final determination whether any request shall be granted.

SECTION 21 JURY DUTY AND LEGAL APPEARANCES

- 21.1 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.
- 21.2 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.

- 21.3 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.
- 21.4 Payments received from the Federal government, State or County, are kept by the eligible Nurse to help defray expenses.
- 21.5 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.
- 21.6 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.
- 21.7 Jury Duty and Legal Appearance procedures for Relief Nurses is also covered in Section 15.14.8.

SECTION 22 TIME OFF FOR CRONA OFFICERS

- 22.1 The CRONA president and two designated officers shall be allowed reasonable time with pay each pay period not to exceed a total of thirty-two (32) hours for the three (3) 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.
- 22.2 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 12.1.3.c.

- 22.3 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.
- 22.4 CRONA shall provide the Employer with a list of its officers and apprise the Employer of any changes during the term of this Agreement.
- 22.5 CRONA's Nurse designees shall not be unreasonably denied Absent days and/or the use of PTO to attend Nurses' Association Conventions. CRONA recognizes that the decision to approve or deny either Absent days and/or PTO to attend such conventions 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, at least thirty (30) days in advance of such leave.

SECTION 23 VACANCIES AND 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:

- 23.1 The Employer shall post all current lists of Nurse vacancies in the following order and manner:
 - 23.1.1 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.
 - 23.1.2 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.
- 23.2 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.
- 23.3 Eligible Regular and Relief Nurses of the Employer who make a transfer request are given preference if qualified, as determined by the Employer, for vacancies in the following order and manner:
 - 23.3.1 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.

23.3.2 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 Lucile Salter Packard Children's Hospital at Stanford 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.

23.4 Transfers pursuant to this Section 23 shall include Relief Nurse applications for vacancies. When applying for vacancies, "B", "C", and "D" Relief Nurses will be credited with seniority as follows, provided there has been no break in employment as set forth in Section 36:

- a. the full period 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 maintained her/his commitment 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 of 9 years seniority for the purposes of Section 23.

23.5 Transfers pursuant to this Section 23 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 24 REDUCED COMMITMENTS

- 24.1 Voluntary Requested Reduction in Scheduled Commitment: Any Regular Nurse may submit a request in writing to her or his 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 her or his 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 23 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.
- 24.2 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 23 (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 23.1.2, the Employer may (but is not required to) re-post the position as a full-time position, pursuant to the provisions of Section 23 (Vacancies and Internal Transfers). This provision (Section 24.2) shall not apply to units with either fewer than five (5) Regular Nurses or in which more than forty percent (40%) of the headcount of Regular Nurses consists of regular part time positions. This provision (Section 24.2) 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.
- 24.3 The Hospital has an interest in staffing its units (including clinics) with a mix of full time and part time regular positions.
- 24.3.1 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.
- 24.3.2 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 23, 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.

- 24.4 For purposes of this Section 24, 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.

SECTION 25 PAYROLL PROCEDURES

- 25.1 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.
- 25.2 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.
- 25.3 Emergency Pay Checks:
- 25.3.1 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 10.1.4.n; 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.
- 25.3.2 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.
- 25.3.3 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.
- 25.3.4 Drawing special checks is an expensive and time consuming process. Nurses are urged to keep special check requests to an absolute minimum.

25.4 Correction of Payroll Errors:

25.4.1 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. Such payments shall be made by check or direct deposit, in accordance with the Nurse's election pursuant to Section 25.1.

25.4.2 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.

25.4.3 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 25.4.1 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.

25.5 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 25.3.3, above.

25.6 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 26
NURSE INFORMATION CENTERS**

26.1 The Employer will provide a conveniently located bulletin board in the Main Center 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 such posted communications. In addition, each Nursing Unit will have designated space available on its bulletin boards for CRONA postings.

26.2 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.
- 26.3 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 27 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:

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 Peer evaluations may be requested by the Nurse or Manager. On units where peer evaluations are requested, 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. New peer review committees for the purposes of annual evaluation of Nurses will not be created except by mutual agreement. The Nurse will be

allowed to review any evaluations from peers in the form provided by the peer to the supervisor.

- 27.5 The supervisor will make all reasonable efforts to provide the Nurse with the written performance evaluations within thirty (30) days of the annual review date. Any necessary pay actions for Clinical Nurse IIIs and IVs will be implemented according to the terms of the Professional Nurse Development Program.
- 27.6 The supervisor will upon completion of the evaluation process prepare a brief summary of the evaluations and peer evaluations where appropriate to become part of the Nurse's permanent personnel file. A copy will be provided to the Nurse upon request.

SECTION 28 WRITTEN WARNINGS AND DISCIPLINE

- 28.1 Written Warning (excludes other Disciplinary Notices).
 - 28.1.1 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. A CRONA representative must be available for a meeting within three (3) business days of the Nurse's request to have a CRONA representative at the meeting, or within such additional time as is agreed to by the Employer. 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 15 of the Agreement may grieve the Written Warning pursuant to the provisions of Section 29 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.
 - 28.1.2 Written warnings and attachments 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. 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.
- 28.2 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 28.2.

- 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 of the Professional Nurse Development Program.

28.3 Discipline.

28.3.1 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 29.
- 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 the Nurse 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 (1) 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 15.12.1 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.

28.3.2 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 29. 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 29. 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 15.12.1. will be advised of the termination by letter to her/his last known address.

28.3.3 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 15.6 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 29 GRIEVANCE AND ARBITRATION

Purpose: The purpose of the procedures set forth herein is to provide the parties with an orderly means of resolving differences which may arise between them. The parties intend that the procedures set forth 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.

29.1 Grievances.

29.1.1 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, or whether they have been subjected to any discrimination of the type described in Section 2.

29.1.2 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.

29.2 Grievance Procedure.

29.2.1 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.

29.2.2 Step Two – Submission of Formal Grievance. The grievance shall be submitted in writing to the Vice President of Patient Care within the time frames set forth in paragraph b. Timeliness below. 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 such 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 in the case of a grievance, the Nurse aggrieved 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 could reasonably have been expected to have known. If, in the case of a grievance which is not a claim on behalf of any Nurse, neither CRONA nor any of its agents, knew of the action or failure to act when it occurred, then the grievance shall be submitted within thirty (30) calendar days after the day CRONA or any of its agents could reasonably have been expected to have known. Disputes as to timeliness shall be resolved by the arbitrator should the grievance proceed to that stage.

29.2.3 Step Three – Resolution or Referral for Review. The Vice President of 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 Vice President of Patient Care Services' resolution or notice of referral will be provided to the Nurse grievant, and CRONA, and the Director of Employee Labor Relations, or designee.

- 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 of 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 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 Director of Employee and Labor Relations with a copy to the Vice President of Patient Care Services. 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.

29.2.4 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 the Union 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 29.2.5, 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.

29.2.5 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, Anita Christine Knowlton, Frank Silver, Matthew Goldberg, David Weinberg, Geraldine Randall, and John Kagel.

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.

Except to the extent modified in this subsection e, the remaining provisions of Section 29 shall be applicable to expedited arbitration.

29.2.6 Right to Representation. **The Nurse may upon request have a CRONA representative present.**

- 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 the investigation within thirty (30) days of the date of an investigatory interview.

- c. Representation at Disciplinary Meeting. When the Employer has determined that a Nurse is to be disciplined, 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) calendar 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. Prior to the meeting supervision will inform the Nurse of the purpose for the meeting.
- d. Definition of Discipline. For the purposes of sub-sections b. and c. above only, an oral warning or reprimand shall not be considered discipline. Nothing in Section 29 shall require the Employer to schedule an investigatory meeting prior to making a decision to discipline a Nurse.

29.2.7 Adherence to Time Limits.

- a. Processing of Grievances. 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.
- b. Limit of Liability. The Employer shall not be liable for, nor shall any review or arbitration hearing concern, a claim for back wages or other financial reimbursement for any period prior to one hundred twenty (120)

calendar days before the filing of the formal grievance which is the subject of the claim, review or arbitration hearing.

- 29.2.8 Grievance Pending. Grievances filed prior to the effective date of the current Agreement shall be heard under the terms and procedures set forth in the prior Agreement.
- 29.2.9 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 30 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 31 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 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 32 JOINT CONFERENCES

- 32.1 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, Stanford Health Care and Lucile Salter Packard Children's Hospital at Stanford 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.

- 32.2 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. The Employer will raise and discuss as appropriate individual cases involving these issues in joint conferences. 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.
- 32.3 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 33 NURSE PRACTICE COMMITTEE

- 33.1 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 chosen by the respective parties from within the eight (8) appointed members.
- 33.2 Purpose. To promote, develop, and continually enhance professional nursing practice, effective utilization of nursing resources, and an organizational climate conducive to professional practice.
- 33.3 Responsibilities.
- 33.3.1 To discuss items mutually agreed to be of concern as issues affecting Nursing Practice by both the Employer and CRONA.

- 33.3.2 To discuss and develop guidelines for the involvement of Nurses and physicians in a collaborative partnership in the provision of excellent patient care.
- 33.3.3 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 33.3.3. 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.
- 33.3.4 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.
- 33.3.5 To develop guidelines for delegation of nursing care to non-R.N. staff.

33.4 Procedures.

- 33.4.1 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.

- 33.4.2 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.
- 33.4.3 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.
- 33.4.4 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 34 SPECIAL CONFERENCES

CRONA and the Employer recognize that they have shared interests on many matters including the importance of maintaining an appropriate level of staffing for patients, resolving Nurse objections to patient care or unit assignments, and operational changes. At the written request of either CRONA or the Employer identifying the issue to be discussed, a special conference shall be held between appropriate representatives of the Employer and CRONA. When requested, a special conference will be held within fourteen (14) days of the request. At such special conferences appropriate information will be exchanged and consideration given to suggested ways to resolve issues and alternative approaches to the problems being discussed. It is understood that no matters discussed or action taken as a result of a special conference 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.

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 35 HEALTH, WELFARE AND SAFETY

- 35.1 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. CRONA may make recommendations and suggestions concerning ways to improve safety conditions pursuant to Section 32. 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 on request.

- 35.2 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. The Employer will provide CRONA every sixty (60) days the names of Nurses who have been released to return to work with restrictions and who have not been returned to work within sixty (60) days of that release. Upon request from CRONA, the Employer will meet with a representative of CRONA to discuss the feasibility of finding employment for the Nurse.
- 35.3 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.
- 35.4 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.
- 35.5 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.
- 35.6 CRONA shall appoint two Nurses from different patient care regions who shall serve on the Employer's Workplace Violence Prevention Task Force that has responsibility for the Workplace Violence Prevention Program.
- 35.7 No Nurse shall be subject to reprisals or retaliation for reporting a concern or incident relating to workplace violence.

SECTION 36 SENIORITY ACCRUAL AND APPLICATION

36.1 Seniority – Definition.

Subject to the conditions contained in this Section 36 "seniority" is defined as follows:

- 36.1.1 Seniority applies to Regular full-time and part-time Nurses.
- 36.1.2 Seniority means the period of continuous, unbroken service within Stanford Health Care.
- 36.1.3 If seniority is determinative among two or more Regular Nurses with equal seniority, the order of seniority will be determined by the date of the Nurse's signature on her/his application for employment, subject to seniority

adjustments. If the dates of the signatures are the same, or one of the Nurses does not have a copy of the application on file, seniority among such Nurses will be determined by the employee number, with the lower number being considered the most senior.

- 36.2 Regular Nurses who were employed by UCSF Stanford Health Care on March 31, 2000 and were employed by Stanford Health Care (previously known as Stanford Hospital and Clinics) on April 1, 2000 will be credited with their accrued seniority as of March 31, 2000.
- 36.3 Nurses who were employed by Lucile Salter Packard Children's Hospital at Stanford ("LPCH") immediately prior to being hired by the Hospital with no Break in Service will be credited with their accrued seniority from LPCH. Benefits shall be provided under the terms of this Agreement, except that such Nurses may carry over benefit accruals from LPCH as provided by Hospital policy. For the purposes of this Section, a "Break in Service" shall be defined as having a termination date from LPCH that is not within the pay period immediately preceding the pay period in which the Nurse commences employment with the Hospital.
- 36.4 Continuity of service for seniority purposes shall be broken by any of the following:
- a. Resignation.
 - b. Failure to return to employment at the end of an approved leave of absence.
 - c. Termination.
 - d. Layoff for twelve (12) months or more.
- 36.5 Adjusted Hire Date for Nurses is the date of hire in any position with Stanford Health Care, except hire as an "A" Relief or Limited Relief Nurse. The Adjusted Hire Date on a Nurse's personnel records will not be subject to review under this Agreement. For a Nurse moving from Relief to Regular status this section will be effective as of September 14, 2001.
- 36.6 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.
- 36.7 Seniority shall be considered with existing qualifications and ability, patient care needs, and staffing requirements for the purpose of selecting Regular Nurses for shift rotations and on call preference, participation in Department of Nursing or Employer committees, special projects, and recruitment activities as designated by Department of Nursing. In addition to the factors listed above in this section, unit equity shall also be a factor for choice of vacation and holiday time. Whenever two or more Regular Nurses are being considered for selection in the areas designated in this subsection, seniority shall be the tie-breaker in making the selection decision.

- 36.8 For temporary staff reductions, Regular Nurses as defined in Section 37, seniority shall be the determining factor for making any necessary adjustments in staffing, provided that, in the judgment of the Employer, the skill and ability of the Nurses affected is substantially equal.
- 36.9 For permanent staff reductions as defined in Section 37, seniority shall be the determining factor in the order of layoff in the affected area or areas provided that, in the judgment of the Employer, the skill and ability of the Nurses affected is substantially equal.
- 36.10 Nothing in this Section shall restrict the right of the Employer to evaluate a Nurse's qualifications and ability before considering the appropriateness of seniority as a factor.

SECTION 37 STAFF REDUCTIONS AND LAYOFF

- 37.1 Staffing. The final determination of appropriate staffing levels is one of the rights reserved to the Employer as defined in Section 39 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.
- 37.2 Temporary Staff Reductions.
- 37.2.1 If, in the judgment of the Employer, budgetary or operational considerations require a temporary reduction of Regular Nurses covered by this Agreement the Employer will notify CRONA and at CRONA's request meet and discuss ways in which to develop equitable staffing for the Regular full-time and part-time Nurses affected. These discussions shall include the feasibility of the following:
- a. Voluntary temporary reduction in work commitment.
 - b. Credit for voluntary use of PTO.
 - c. Credit for mandatory "A" days.
 - d. Implementation of rotation of mandatory absent days based on inverse seniority.
 - e. Freeze on hiring.
 - f. Proportional reduction of hours among all Regular Nurses.
 - g. Length of credit given, if any, for voluntary PTO and/or mandatory absent days.
 - h. Cross-Training.
 - i. Reduction in direct patient care assignments to Registry Nurses and other non-Regular Nurses in the affected unit(s).

In periods of staff reduction and layoffs, Relief Nurses shall be scheduled according to need and pursuant to the terms of Section 15 of this Agreement.

- 37.2.2 When it is necessary to cancel Nurses on a unit, cancellations will occur in the following order if the remaining staff have the necessary skills and abilities to meet operational needs: voluntary, over commitment, Registry, Relief and Regular. A Nurse Supervisor/Manager will be taken out of the count before a Regular Nurse is canceled; however a Nurse may be required to float within the Nurse’s region prior to a Nurse Supervisor/Manager being taken out of the count.
- 37.2.3 “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
2 nd Through 3 rd year	.0253
4 th through 9 th year	.0265
10 th and subsequent years	.0273

Effective in August of each year a Regular Nurse’s accumulated “A” Time will automatically be retained in the 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.

- 37.3 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 full-time or part-time Regular Nurses covered by this Agreement, the layoffs will be accomplished in accordance with this subsection.
- 37.3.1 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. However, the Nurse will, if otherwise eligible, continue to be entitled to severance pay.
- 37.3.2 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, the 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 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.

- 37.3.3 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 in Joint Conference to discuss the placement of Nurses under this subsection. A Nurse who is offered and refuses placement in a position at substantially equivalent pay shall not be entitled to severance allowance as defined in subsection 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.

- 37.3.4 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 Health Care, Lucile Salter Packard Children’s Hospital at Stanford, 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 37.3.5.

If a Nurse subsequently accepts employment in another division or department with the Employer at any location other than those listed above, the Nurse is obligated to repay the severance in accordance with 37.3.5.

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 times one hundred seventy-three and thirty-three hundredths (173.33) hours times 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 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

- 37.3.5 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.
- 37.3.6 Continuation of Benefits. Nurses on layoff status have the option of purchasing health, dental and life insurance at the group rate available to the Employer pursuant to COBRA. These premiums must be paid monthly, in advance by the Nurse.
- 37.3.7 Re-Employment. Nurses who have been laid off have preference for re-employment (temporary or regular) as specified below, for twelve (12) months from date of layoff. Repayment of a portion of the severance allowance may be required in accordance with 37.3.5. The Employer and CRONA will discuss Joint Conference ways in which laid off Nurses can be made aware of vacant positions as they arise.
- 37.3.8 Re-Employment Preference. 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, if in the judgment of supervision s/he possesses sufficient skill and ability to perform without additional training the actually expected work, unless 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 38
HOME HEALTH CARE**

- 38.1 Nurses employed in the Home Health Care service shall have the following special arrangements.

- 38.1.1 Mileage reimbursement for the use of personal automobiles shall be provided in accordance with applicable policy as defined in Section 31 of this Agreement. In addition, Nurses will receive a quarterly payment of \$50.00 toward excess auto expenses associated with Home Care visits.
- 38.1.2 All special arrangements outlined in this Section shall be subject to the grievance procedures of this Agreement.
- 38.2 The Employer does not require a Home Health Care Nurse to enter or remain in any situation that might present a threat to his/her personal safety. The Nurse will make all reasonable efforts to ensure appropriate care for the patient either by arranging for care in the Emergency Department or arranging for a police escort for the Nurse, as appropriate. The Nurse will notify the supervisor as soon as practicable after taking the action deemed necessary.

SECTION 39 RESERVE RIGHTS OF STANFORD HEALTH CARE

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 40 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 7.9.2). 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. 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.
 - b. 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.
 - c. All Clinical Nurses who terminate and seek reemployment must come back as Clinical Nurse II or a Relief Clinical Nurse II.
 - d. 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 Health Care and/or Lucile Salter 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 Health Care and/or Lucile Salter 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, 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, 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.
- 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).
- f. The Hospital agrees that, during the life of the 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.
- g. Role of Panel during term of 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 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.

SECTION 41 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.

The undersigned, as authorized representatives of CRONA and Stanford Health Care, attest the ratification and approval of this Agreement, its Glossary and attached Side Letters.

**SECTION 42
SUPERVISORY STATUS OF COVERED NURSES**

- 42.1 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”).
- 42.2 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.
- 42.3 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.
- 42.4 This Section 42 is intended to preserve the existing covered classifications and is not intended to expand the coverage of Section 1, Recognition and Coverage.

SIGNATURE PAGE

Dated: _____, 2019

**Committee For Recognition Of Nursing
Achievement**

Colleen Borges, R.N.
President, CRONA

Kathy Stormberg, R.N.
Vice President, CRONA

Charon Brown, R.N.

Sarah Moraga, R.N.

Adriana Muscatel-Weiner, R.N.

Kimberley Reed, R.N.

AnnaMarie Varo, R.N.

B.J. Chisholm
Labor Counsel

Matthew Murray
Labor Counsel

Dated: _____, 2019

Stanford Health Care

Mary Gaines
Director, Employee & Labor Relations

Anita Gerard
Associate Chief Nursing Officer

Julie Tisnado
Associate Chief Nursing Officer

Patrice Callagy
Patient Care Manager, ASC

Dominique Watt
Director, Post Anesthesia Care Unit

Mark Roesner
Director, Operating Rooms

Melissa (Aimee) Walter,
Admin. Director, Outpatient Clinic Operations

Donna Healy,
Admin. Director, Cancer Center Network

James Castro,
Payroll Analyst

Curt Kirschner
Labor Counsel

APPENDIX “A”
WAGE SCHEDULE

Basic Salary. Effective April 1, 2019 and extending through March 31, 2022 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, 2019, which begins March 24, 2019 (3% retroactive wage increase for Clinical Nurse I, II, III, IV) (Relief differential for C and D classifications: \$7.50; Relief differential for Limited, A, and B classifications: \$10.00):

Step	Clinical Nurse I	Clinical Nurse II	Clinical Nurse III	Clinical Nurse IV
2	68.47	68.47	71.52	74.72
3		71.12	74.39	77.71
4		74.03	77.35	80.80
5		77.00	80.44	84.11
6		80.14	83.73	87.41
7		83.27	87.02	90.91
8*		86.71	90.55	94.65
9**		87.57	91.44	95.59
10***		89.33	93.28	97.51
11^		91.10	95.14	99.46
12^^		92.02	96.09	100.46
13^^^		92.95	97.04	101.46

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 and D)	Relief Clinical Nurse II (C and D)	Relief Clinical Nurse III (C and D)	Relief Clinical Nurse IV (C and D)
2	78.47	78.47	81.52	84.72	75.97	75.97	79.02	82.22
3		81.12	84.39	87.71		78.62	81.89	85.21
4		84.03	87.35	90.80		81.53	84.85	88.30
5		87.00	90.44	94.11		84.50	87.94	91.61
6		90.14	93.73	97.41		87.64	91.23	94.91
7		93.27	97.02	100.91		90.77	94.52	98.41
8*		96.71	100.55	104.65		94.21	98.05	102.15
9**		97.57	101.44	105.59		95.07	98.94	103.09
10***		99.33	103.28	107.51		96.83	100.78	105.01
11^		101.10	105.14	109.46		98.60	102.64	106.96
12^^		102.02	106.09	110.46		99.52	103.59	107.96
13^^^		102.95	107.04	111.46		100.45	104.54	108.96

- * Longevity Step 8 after completion of 4 years of continuous service and 2 years at Step 7.
- ** Longevity Step 9 at 10.5 years of continuous service.
- *** Longevity Step 10 at 15 years of continuous service.
- ^ Longevity Step 11 at 20 years of continuous service.
- ^^ Longevity Step 12 at 25 years of continuous service.
- ^^^ Longevity Step 13 at 30 years of continuous service

Effective at the start of the pay period closest to April 1, 2020, which the parties agree for purposes of this Agreement will be March 22, 2020 (3% wage increase for Clinical Nurse I, II, III, IV) (Relief differential for C and D classifications: \$7.50; Relief differential for Limited, A, and B classifications: \$10.00):

Step	Clinical Nurse I	Clinical Nurse II	Clinical Nurse III	Clinical Nurse IV
2	70.52	70.52	73.67	76.96
3		73.25	76.62	80.04
4		76.25	79.67	83.22
5		79.31	82.85	86.63
6		82.54	86.24	90.03
7		85.77	89.63	93.64
8*		89.31	93.27	97.49
9**		90.20	94.18	98.46
10***		92.01	96.08	100.44
11^		93.83	97.99	102.44
12^^		94.78	98.97	103.47
13^^^		95.74	99.95	104.50

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 and D)	Relief Clinical Nurse II (C and D)	Relief Clinical Nurse III (C and D)	Relief Clinical Nurse IV (C and D)
2	80.52	80.52	83.67	86.96	78.02	78.02	81.17	84.46
3		83.25	86.62	90.04		80.75	84.12	87.54
4		86.25	89.67	93.22		83.75	87.17	90.72
5		89.31	92.85	96.63		86.81	90.35	94.13
6		92.54	96.24	100.03		90.04	93.74	97.53
7		95.77	99.63	103.64		93.27	97.13	101.14
8*		99.31	103.27	107.49		96.81	100.77	104.99
9**		100.20	104.18	108.46		97.70	101.68	105.96
10***		102.01	106.08	110.44		99.51	103.58	107.94
11^		103.83	107.99	112.44		101.33	105.49	109.94
12^^		104.78	108.97	113.47		102.28	106.47	110.97
13^^^		105.74	109.95	114.50		103.24	107.45	112.00

* Longevity Step 8 after completion of 4 years of continuous service and 2 years at Step 7.

** Longevity Step 9 at 10.5 years of continuous service.

*** Longevity Step 10 at 15 years of continuous service.

^ Longevity Step 11 at 20 years of continuous service.

^^ Longevity Step 12 at 25 years of continuous service.

^^^ Longevity Step 13 at 30 years of continuous service

Effective at the start of the pay period closest to April 1, 2021, which the parties agree for purposes of this Agreement will be March 21, 2021 (3% wage increase for Clinical Nurse I, II, III, IV) (Relief differential for C and D classifications: \$7.50; Relief differential for Limited, A, and B classifications: \$10.00):

Step	Clinical Nurse I	Clinical Nurse II	Clinical Nurse III	Clinical Nurse IV
2	72.64	72.64	75.88	79.27
3		75.45	78.92	82.44
4		78.54	82.06	85.72
5		81.69	85.34	89.23
6		85.02	88.83	92.73
7		88.34	92.32	96.45
8*		91.99	96.07	100.41
9**		92.91	97.01	101.41
10***		94.77	98.96	103.45
11^		96.64	100.93	105.51
12^^		97.62	101.94	106.57
13^^^		98.61	102.95	107.64

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 and D)	Relief Clinical Nurse II (C and D)	Relief Clinical Nurse III (C and D)	Relief Clinical Nurse IV (C and D)
2	82.64	82.64	85.88	89.27	80.14	80.14	83.38	86.77
3		85.45	88.92	92.44		82.95	86.42	89.94
4		88.54	92.06	95.72		86.04	89.56	93.22
5		91.69	95.34	99.23		89.19	92.84	96.73
6		95.02	98.83	102.73		92.52	96.33	100.23
7		98.34	102.32	106.45		95.84	99.82	103.95
8*		101.99	106.07	110.41		99.49	103.57	107.91
9**		102.91	107.01	111.41		100.41	104.51	108.91
10***		104.77	108.96	113.45		102.27	106.46	110.95
11^		106.64	110.93	115.51		104.14	108.43	113.01
12^^		107.62	111.94	116.57		105.12	109.44	114.07
13^^^		108.61	112.95	117.64		106.11	110.45	115.14

- * Longevity Step 8 after completion of 4 years of continuous service and 2 years at Step 7.
- ** Longevity Step 9 at 10.5 years of continuous service.
- *** Longevity Step 10 at 15 years of continuous service.
- ^ Longevity Step 11 at 20 years of continuous service.
- ^^ Longevity Step 12 at 25 years of continuous service.
- ^^^ Longevity Step 13 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.

Hourly Base Wage 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.

Overtime and Holiday Pay: An hourly rate which is equal to the Nurse's hourly base wage rate plus applicable shift differential plus one-half the regular hourly rate of pay as defined by the Fair Labor Standards Act.

Premium Pay: A rate of pay which is equal to one and one-half times the Nurse's hourly base wage plus any applicable shift differential.

Work Day: The Nurse's individual work day 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 6:45 a.m. has an individual work day from 6:45 a.m. one calendar day until 6:44 a.m. the next calendar day.

Salary Review Date: The date of eligibility for increase in rate of pay as established in Section 7.1 and modified for Relief Nurses in Section 15.12.1. If the Nurse's hire date is adjusted forward, the salary review date is also adjusted forward.

Hire Date: Most recent date of employment (first day of work) with the Employer.

Adjusted Hire Date: Most recent date of hire with the Employer, unless hire was as an "A" or Limited Relief Nurse, see section 36.4, and as otherwise may be 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.

SIDE LETTER

**Between
Stanford Health Care
And
Committee for Recognition of Nursing Achievement (CRONA)
2010**

During negotiations between Stanford Health Care and CRONA the following items were agreed to be included in a side letter for the term of the current agreement.

A. 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.

B. Staffing.

For the term of this Agreement, the parties agree that if there are issues under Section 33.3.3.a 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 consensus building. The parties further agree that notwithstanding this side letter and Section 33.3.3.a the Employer retains the ultimate discretion regarding issues that arise under Section 33.

C. Relief Nurses.

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

SIDE LETTER

**Between
Stanford Health Care
And
Committee for Recognition of Nursing Achievement (CRONA)**

The following side letters were previously agreed to between the Stanford Health Care and CRONA and will be continued for the term of the current agreement.

A. Weekend Differential. (8/20/96)

This letter will record and confirm our agreement pertaining to the interpretation of the application of weekend differential contained in the 1996-1998 collective bargaining agreement.

Weekend differential will be paid to Nurses for productive hours worked on a weekend. Refer to Section 7.5.4 of the Agreement for details. The weekend for the purpose of weekend differential pay only is defined as follows:

Saturday and/or Sunday for all or part of the day and evening shifts; Night shift beginning Friday and/or Saturday night unless otherwise designated by agreement between Nursing Administration and the Nurse (i.e., Saturday and/or Sunday; Friday and/or Sunday).

In order to clarify in more detail how the definition of the weekend and the application of the weekend differential would apply, the following examples will serve as guidelines:

A Day or Evening Nurse:

Who is called into work the Friday night shift is eligible for weekend differential. However, the Nurse who works 3:00 PM to 11:00 PM on a Friday is not eligible.

Who works a Sunday night shift is not eligible. However, the Nurse who works 3:00 PM to 11:00 PM on Sunday is eligible.

A Night Nurse:

Who works 7:00 PM Friday to 7:00 AM Saturday is eligible. However, the Nurse who works 7:00 PM Sunday to 7:00 AM Monday is not eligible, unless this is the designated defined weekend agreement.

Who works Friday night, but who has an agreement with Nursing that the weekend designation is Saturday and Sunday nights, is not eligible.

All Nurses:

Who are on absent time or PTO are not eligible.

Who work overtime hours which are not part of the weekend shift as defined above, but which are contiguous to a weekend shift worked, will receive the weekend differential if the overtime is for a period of less than three (3) hours. If the overtime is for a period of

three (3) hours or more, weekend differential is not applicable to the shift worked. Conversely, Nurses who work overtime hours which are part of the weekend shift, but which are contiguous to a non-weekend shift worked, will not receive weekend differential unless the overtime is for a period of three (3) or more hours.

For example:

An evening Nurse who works 3:00 PM Friday to 12:01 AM Saturday does not receive weekend differential. If that Nurse continues to work until 4:00 AM Saturday, the Nurse is eligible for weekend differential for the entire overtime shift.

An evening Nurse who works 3:00 PM Sunday to 12:01 AM Monday receives the weekend differential. If that Nurse continues to work until 4:00 AM Monday, the Nurse does not receive weekend differential for the overtime shift worked.

B. 16-Hours. (8-20-96)

CRONA and the Employer agree that it is in the interest of the Employer and the Nurses to relieve Nurses who have worked sixteen contiguous hours who request to be relieved of duty. If the Nurse does request to be relieved of duty, the Employer will use its best efforts to relieve the Nurse as soon as practicable after the request is made.

C. Vacation and Holiday Time. (6/11/98)

We will continue to grant vacation and holiday time based on seniority and unit equity. Disputes will be reviewed and resolved on a case by case basis.

SIDE LETTER

**Between
Stanford Health Care
And
CRONA
Re On Call and Overtime issues**

2016

This Side Letter applies to the Employees in Units that utilize an on call system.

A. On Call Shift Selection/Assignment Procedures

With the exception of the Cath Lab, the on call shift selection and assignment procedures in effect in the various departments will remain in effect unless and until the Unit/Department on call committee recommends a change which is adopted by the vote of 2/3 of the employees performing call in the Unit/Department, and reviewed and approved by the Employer.

In the Cath Lab and in any new unit where call is utilized during the life of this Side Agreement 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.

With specific regard to the Cath Lab, in adopting this selection process, the on call schedule will cover a period of twelve (12) weeks, and weekend shifts remain at 48 hours in length.

The Hospital shall provide written notice to CRONA of a vote of Nurses under this provision at least seven (7) days prior to the vote. The notice shall include the subject of the vote, the Nurses eligible to vote, and the process that will be used to conduct the vote and tally the results. The Hospital shall notify CRONA of the results of the vote within seven (7) days of the conclusion of the vote.

B. On Call Schedules

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

C. Call Back Contiguous With a Scheduled Shift

Contiguous Call Back Work shall be defined as call back work that meets all of the following requirements:

1. The Nurse's on call shift (regardless whether assigned or voluntary) begins immediately upon the end of the Nurse's regular work shift; and
2. The Nurse either 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; and
3. The call back work is not time spent 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.

If all of these requirements for Contiguous Call Back Work are satisfied, the Nurse shall be paid an additional half-time premium for all hours worked during the eligible on call shift (including the first hour worked during that on call shift) on the second and subsequent incidents of Contiguous Call Back Work during each pay period.

The additional half time premium to be paid for eligible Contiguous Call Back Work shall be 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.

D. 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.

E. 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.

While the Employer will continue generally to make efforts to obtain voluntary coverage for overtime and on call shifts, 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
Stanford 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 a regular designated Resource Nurse position for any unit will be discussed and details finalized in Nurse Practice Committee. Such details should include (but are 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 Stanford Health Care And CRONA

Re Use of Term “Regular” in 2011 – 2013 Agreement

In conjunction with their 2010 – 2011 negotiations, Stanford Health Care 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 SHC 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 SHC 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. SHC acknowledges and agrees that a past practice exists that Relief Nurses have been paid in accordance with Section 9.4.5 (Holidays) [now Section 10.1.5], even though this provision in [] prior agreements stated on its face that it was applicable to “Staff” nurses. CRONA has agreed to replace the word “Staff” with “Regular” in Section 9.4.5 of the 2011-2013 Agreement [now Section 10.1.5], 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.

4. SHC acknowledges and agrees that a past practice exists that Section 31.2 [now Section 36.2] 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 31.2 of the 2011-2013 Agreement [now Section 36.2], 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
Stanford Health Care
And
CRONA
Re Use of Travelers
2016**

In conjunction with their 2013 – 2016 and 2016 – 2019 negotiations, Stanford Health Care 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 days 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
Stanford Health Care
And
CRONA
Re Attendance and Pre-Approved Vacation and Education Days Policies
2019**

Stanford Health Care and CRONA have agreed as follows:

1. 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 provided, however, that the parties have agreed to changes to the Attendance Policy provided to CRONA by the Hospital on March 22, 2019; and
2. In conjunction with their 2016 – 2019 negotiations, the Hospital proposed changes to its current Pre-Approved Vacation Policy and its Staffing and Scheduling Guidelines (“Guidelines”), 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 Days Policy (“Pre-Approval Policy”).
3. The Hospital shall not change the following:
 - a. The order of scheduling in Section II(M)(1-5) of the Pre-Approval Policy and in Section II(A)(1)(1 – 5) of the Scheduling Guidelines;
 - 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(G) 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(1)(a and b) in the Pre-Approval Policy.
4. Except as limited herein and by the Agreement, the Hospital may modify its Attendance Policy, Pre-Approval Policy, and Guidelines.

**SIDE LETTER
Between
Stanford Health Care
And
CRONA
Re 500 Pasteur Dr.
2019**

In conjunction with their 2019-2022 negotiations, Stanford Health Care and CRONA discussed the Hospital's plan to open a new hospital at 500 Pasteur Drive.

The parties agree that 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.

SIDE LETTER

**Between
Stanford Health Care
And
CRONA
Re Temporary Relief Position While Pursuing Education
2019**

(A) Purpose. The purpose of this Side Letter is to provide eligible Nurses the opportunity to move to a Relief B position temporarily to allow them to pursue a BSN or MSN degree while continuing to work at the Employer.

(B) Eligibility and Qualifications. All 0.8 time or more Regular Nurses with five (5) or more years of continuous service with the Employer and who are enrolled in an accredited educational program culminating in a BSN or MSN degree are eligible to request a temporary Relief B position and to apply for a posted temporary Relief B position under this Side Letter.

(C) Number of Temporary Relief Positions. In each unit with at least ten (10) Regular Nurses, one temporary Relief Nurse position will be made available under this Side Letter, with one (1) additional temporary Relief Nurse position made available for every seventy-five (75) Regular Nurses who are regularly assigned to the unit. As an example, a unit with eighty (80) Regular Nurses assigned to the unit shall have two (2) temporary Relief Nurse positions available.

(D) Assignment to Temporary Relief Position. At least sixty (60) days in advance of the requested start of the temporary relief position, an eligible Nurse may submit a written request to the Nurse's supervisor for a temporary Relief B position under this Side Letter. Upon receipt of the request, if the unit does not currently have the full number of temporary Relief positions provided for in paragraph (C) filled or if the unit's temporary Relief positions are all filled but at least one of those positions is currently occupied by a returning Nurse as defined in paragraph (I), the Employer will post to all Nurses on the unit a temporary Relief Nurse position open only to Nurses who are eligible under paragraph (B). All such eligible Nurses may apply for the posting. If the unit's temporary Relief positions are all filled but at least one of those positions is currently occupied by a returning Nurse, any temporary Relief position posted in the unit shall be filled when the returning Nurse vacates the temporary Relief position.

(E) Selection. Selection among eligible applicants shall be based on seniority.

(F) No Trial Period. A Nurse granted a temporary Relief position under this Side Letter will not serve a trial period as a Relief Nurse.

(G) Return to Open Position. A Nurse who receives a temporary Relief position shall have the right to apply at any time for any available posted position for which the Nurse is qualified, pursuant to the procedures of Section 23 (Vacancies and Internal Transfers). A Nurse granted a temporary Relief position who subsequently returns to a Regular Nurse position or accepts another position will have no adjustment to her/his hire date, except that the provisions of Section 23.4 shall apply to the Nurse.

(H) Documentation. A Nurse granted a temporary Relief position under this Side Letter will provide documentation of enrollment in the accredited educational program each academic term to the Employer.

(I) End of Temporary Relief Nurse Position. The term of a temporary Relief position under this Side Letter shall last so long as the Nurse is enrolled in the degree program, for up to a maximum of two years. When the term of the temporary Relief position ends, the Nurse, referred to as a “returning Nurse” for purposes of this Side Letter, shall have up to six (6) additional months in the Relief position to obtain a vacant permanent position. A returning Nurse who has not obtained a permanent position by the end of the six (6) months shall be separated from employment.

(J) Expiration of Side Letter. The Parties will work together jointly to make this new program a success. Upon expiration of the 2019 – 2022 Agreement, this Side Letter shall have no continuing force and effect, unless the Parties agree that the program has been successful and agree to include the program in the successor Agreement.

**SIDE LETTER
Between
Stanford Health Care
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 7.10 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 upcoming move to 500 Pasteur, the parties agree that, notwithstanding the language in Paragraph 1, above, the following shall apply for the period from June 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.

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