

Collective Bargaining Agreement Between

Dignity Health



And

California Nurses Association



California Master Contract

Sequoia Hospital

July 1, 2021 – June 30, 2025

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**Sequoia Hospital local addendum contract
language begins after the Master Contract
on page 69**

PREAMBLE

Dignity Health (hereinafter referred to as the “Employer”) and the California Nurses Association/National Nurses Organizing Committee (the Association) recognize that it is to their mutual advantage and for the protection of the patients to have efficient and uninterrupted operation of the facilities that comprise the Employer. This Agreement is for the purpose of establishing harmonious and constructive relationships between the parties so that such results will be possible. It is further recognized that the mission of the Employer, in collaboration with others, is to promote healthy communities, healing and wellness by providing compassionate, quality, cost-effective health care to the communities we serve, especially the poor. The parties share a commitment to provide safe, therapeutic, and effective healthcare which promotes optimal patient outcomes, and which is

- Consistent with the principles stated in this Preamble; and
- Responsive to the needs of the Employer’s patient population; and
- Respectful of the diversity of the patient populations; and
- In adherence to applicable state and federal statutes and regulations.

1 – SCOPE OF MASTER AGREEMENT

- A. Dignity Health on behalf of Arroyo Grande Community Hospital, California Hospital Medical Center, Community Hospital of San Bernardino, French Hospital Medical Center, Glendale Memorial Hospital and Health Center, Marian Medical Center, St. Bernardine Medical Center, St. Mary Medical Center (Long Beach), Mercy San Juan Medical Center, Mercy Hospital of Folsom, Mercy General Hospital, Methodist Hospital, Woodland Memorial Hospital, Dominican Hospital, Sequoia Hospital, St. Mary’s Medical Center (San Francisco), Saint Francis Memorial Hospital, St. Joseph’s Medical Center, Mercy Medical Center Merced, Mercy Medical Center Mt. Shasta, Sierra Nevada Memorial Hospital, Mercy Medical Center Redding, Bakersfield Memorial Hospital and Mercy Bakersfield Hospitals hereinafter referred to as “the Employer,” and the California Nurses Association, hereinafter referred to as “the Association” or “the Union,” hereby agree to the following Master Agreement. Collectively, “the Employer” and the “the Union” are referred to as “the parties.” The parties recognize the above referenced hospitals of the Employer constitute a single bargaining unit of Registered Nurses.
- B. This Agreement and such local supplemental agreements and memoranda of understanding between the parties as may be agreed upon hereunder from time to time, together constitute a collective bargaining agreement between the Employer and the Association.

- C. The previously separate CNA Bargaining Units of the CHW Medical Foundation (renamed Dignity Health Medical Foundation), Bruceville Terrace and St. Joseph's Behavioral Health Unit (Stockton) are included as part of the California Master Bargaining Unit. Effective July 1, 2015, St. Rose Dominican Hospitals shall also be included as part of the California Master Bargaining Unit. However, the provisions of the California Master Agreement shall not apply to these previously separate bargaining units. Rather, the contract provisions applicable to each facility shall be those set forth in the applicable collective bargaining agreement for each facility.

2 – RECOGNITION

- A. The Employer, Dignity Health d/b/a [on behalf of Arroyo Grande Community Hospital, California Hospital Medical Center (Los Angeles), Community Hospital of San Bernardino, French Hospital Medical (San Luis Obispo), Glendale Memorial Hospital and Health Center, Marian Medical Center (Santa Maria), St. Bernardine Medical Center, St. Mary Medical Center (Long Beach), Mercy San Juan Medical Center, Mercy Hospital of Folsom, Mercy General Hospital, Methodist Hospital, Woodland Memorial Hospital, Dominican Hospital, Sequoia Hospital, St. Mary's Medical Center (San Francisco), Saint Francis Memorial Hospital, St. Joseph's Medical Center, Mercy Medical Center Merced, Mercy Medical Center Mt. Shasta, Sierra Nevada Memorial Hospital, Mercy Medical Center Redding, Bakersfield Memorial Hospital and Mercy Bakersfield Hospitals], recognizes the California Nurses Association as the exclusive collective bargaining representative for Registered Nurses employed by the Employer in the listed facilities as set forth in the respective Recognition Provisions for each facility (or applicable NLRB certification), except that the facilities shall constitute a single bargaining unit.
- B. The Employer agrees to recognize the Union as the collective bargaining agent on behalf of employees at currently represented Dignity Health facilities where a majority of employees in one or more classifications (whether expressly excluded or not mentioned in the unit description) voting in a *Globe* (add-on) election in an appropriate unit (it is understood that the scope of the unit shall be the same as the scope of the original representation election i.e. whether single facility or multiple facilities, vote for union representation, subject to the decision resolving any outstanding objections to the election. The Employer will also extend this recognition to any additional acute care facilities it operates in California and Nevada including any acute care facilities acquired after the execution of the agreement, and will apply this collective bargaining agreement to cover Registered Nurses employed by the Employer at those facilities upon a vote for union representation, subject to resolution of any outstanding objections to the election.
- C. Upon certification of the Union as the collective bargaining representative, such employees, if employed in DIGNITY HEALTH facilities in California, shall be accreted into and covered by all non-economic terms of this Agreement (with the exception of the No Strike/No Lockout provision during subsequent economic negotiations). The parties will negotiate wages, benefits and any other economic terms for newly covered employees. Such newly organized employees shall be part of the single bargaining unit, set forth above

in paragraph A. The Employer and the Union reserve the right to engage in economic action, up to and including work stoppage, only in the classification(s) or unit(s) newly brought into the single bargaining unit, in support of their respective positions on the economic issues related to bargaining, until a final complete agreement is reached.

- D. Through June 30, 2025, the Employer agrees it will not challenge the bargaining unit status of any Nurse or bargaining unit positions covered by this Agreement, by claiming that any Nurse or bargaining unit position covered by this Agreement exercises supervisory authority within the meaning of the NLRA, or by assigning duties to or by removing direct patient care duties and responsibilities from any Nurse for the purpose of removing that Nurse from the bargaining unit. Finally, the Employer also agrees that, through June 30, 2025, it will not challenge the Union's right to represent any Nurse in any bargaining unit position covered by this Agreement based on a claim that such Nurse is a supervisor within the meaning of the NLRA.
- E. Disputes concerning this provision may be referred directly to an expedited arbitration. The sole issue in any such arbitration shall be whether the Employer violated the commitments set forth in this Article of the Agreement. If the Employer is found to have violated this Article, the sole remedies shall be restoration of the status quo ante, and a make-whole remedy for the affected bargaining unit nurses. The arbitrator shall issue a written decision within fourteen (14) days after conclusion of the hearing. No extensions shall be granted without mutual agreement.

3 – ASSOCIATION MEMBERSHIP

A. Required Membership

During the life of this Agreement, employees of the Employer who are subject to this Agreement shall be required as a condition of employment to maintain membership in the Union in good standing, subject to Federal law. Compliance is required by the 31st day after employment or the 31st day after the date of this Agreement, whichever is later.

Any employee, who at the time of entry into this Agreement had the option to defer membership or maintain membership on an annual basis, shall retain such rights.

The Union shall notify the Employer and the affected employee in writing of an employee's failure to comply with the provisions of this Article and shall afford each such employee fifteen (15) work days, after the employee has been mailed such notice at his or her last known address, in which to comply. If said employee does not comply with the provisions of this Article within ten (10) day period following actual notice, the employee shall be promptly terminated upon written notice of such fact from the Union and the Employer. The Union will hold the Employer harmless from any claims or liability arising out of this Section, including the expense of defending against such claim.

B. New Employee Notices

At the time a new employee, who will be subject to this Agreement is hired, the Employer shall deliver to the employee a written notice stating that the Employer recognizes the Union as the collective bargaining agent for the employees covered by the Agreement and a Union application and dues authorization card. This written notice shall quote or paraphrase the provisions of this Article of the Agreement. The Employer will also provide each new employee with a list, prepared by the Union, of current nurse representatives, their departments and/or work areas and telephone numbers.

Within thirty (30) days after ratification of this Agreement, the Facilities will provide, electronically and by hard copy, the Association with a master list of all employed Nurses who are subject to the provisions of this Agreement, giving the names, addresses, classifications, social security numbers, dates of employment, FTE status, wage rates and cost center. Each month subsequent to the establishment of the master list, the Facilities will forward, electronically and by hard copy, to the Association the names, addresses, classifications, social security numbers, and dates of employment of new hires and the names of Nurses who have resigned or who have been terminated. At the request of the Association, a master list shall be provided no more than twice a year.

C. Payroll Deduction of Association Dues

During the term of this Agreement, the Employer will honor written assignments of salary to the Association for the payment of Association membership dues or service charge when such assignments are submitted in a form agreed to by the Facilities and the Association.

D. Remitting Dues

The Facilities will promptly remit the membership dues or service charge deducted pursuant to such assignments with a written statement and a disk or electronically showing the names, rate of pay, former and new department, shift status (i.e. regular, part-time, per diem, temporary) and date of transfer of the employees for whom deductions were made. The Employer is not required to provide that data for employees who have transferred out of the bargaining unit, other than a list of employees with their name, former and new department, date of transfer and social security number. Dues will be deducted and remitted every pay period. However, the Association and the Facilities may make other arrangements by mutual consent.

E. Indemnification

The Association shall indemnify the Hospital and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of, or by reason of, any action that shall be taken by the Hospital or its agents for the purpose of complying with the foregoing section of this Article unless the claim is the result of the fault or negligence of the Hospital.

4 – NO DISCRIMINATION

There shall be no discrimination by the Employer against any Nurse on account of membership in or activity on behalf of the Association, provided that such Association activity shall not interfere with any Nurse's regular work.

Neither the Employer nor the Association shall discriminate against any Nurse on account of race, sex, age, religion, color, national origin, or political affiliation, veteran's status, sexual orientation, gender identity or expression, disability, marital status, genetic information, or other basis in violation of applicable federal, state or municipal law.

The Employer is committed to providing a work environment free from discrimination and unlawful harassment. The Employer will not tolerate written, verbal, or physical conduct that denigrates or shows hostility or aversion toward an individual based on any of the characteristics described above or otherwise protected by law. The Employer will promptly investigate all complaints of discrimination or harassment and will take all reasonable steps to protect a Registered Nurse who reports such conduct or participates in such an investigation from continuing discrimination or harassment and/or from retaliation because of having reported such conduct or participated in such investigation.

Upon request, the employer will notify the union of the results of an investigation and any action the Employer took to prevent future acts of discrimination/harassment involving a bargaining unit nurse.

5 – FLOATING*

Floating of RNs shall be subject to patient care considerations and staffing needs, including skill level needs, qualifications and competencies, and shall be in compliance with applicable regulations including Titles 16 and 22 of the California Code of Regulations as summarized in Appendix A "RN Responsibility When Floating to New Patient Care Unit or Assigned to New Population".

*Local Floating Provisions shall remain status quo unless expressly modified in writing by the parties.

6 – NO MANDATORY OVERTIME

There shall be no mandatory overtime except in cases of emergency declared by state, local or federal government or an unpredictable or unavoidable occurrence at unscheduled or unpredictable intervals relating to healthcare delivery requiring immediate medical interventions and care such as, natural disasters, situations of mass casualties or an internal emergency endangering patient care such as fire, structural collapse, bomb threats or hazardous material spills.

The use of mandatory overtime, described above, shall be limited to those extraordinary circumstances where efforts have been made to obtain voluntary or external assistance in providing the care, but additional staffing is still required to provide a safe level of patient care and also to limit the burden imposed upon the individual nurse.

On units where “standby” or “on-call” is required, such assignments are intended only to cover urgent or emergent circumstances.

7 – MEALS AND REST PERIODS

Each Nurse shall be granted a rest period of fifteen (15) minutes during each four (4) hours of work, without deduction in pay. In compliance with State Wage and Hours regulations, a Nurse who misses one or more breaks during a shift shall be paid a penalty of one hour’s pay, at the employee’s base rate of pay.

Nurses who work scheduled shifts of five (5) hours or more are entitled to a duty free unpaid meal period of thirty (30) minutes. In compliance with State Wage and Hours regulations, a Nurse who misses his/her meal period shall be paid a penalty of one hour’s pay, at the employee’s base rate of pay.

“Penalty Pay” hours as described in this article do not qualify as hours worked in the calculation of overtime.

8 – BEREAVEMENT LEAVE

When a death occurs in the immediate family of a benefited Nurse, the Nurse shall be entitled to a leave of absence of up to forty (40) hours with pay. Up to forty hours of bereavement leave may be taken following the death or before, during or after the scheduled funeral or memorial service. The nurse may choose to take the time in no more than two increments; however, all forty hours of bereavement leave must be utilized within 90 days of the death. Such leave shall not exceed the normal number of scheduled hours within a normal workweek. Immediate family is defined as spouse, registered domestic partner, sister, brother, daughter, son, in the process of or legally adopted child, mother and father, or individual who has, prior to the Nurse’s attaining legal majority, legally stood in place of the Nurse’s mother or father, current mother-in-law, current father-in-law, current daughter-in-law, current son-in-law, current sibling-in-law, the Nurse’s own grandparents, grandchildren, great grandchildren or any persons living in the home. The Nurse may request additional time off as PTO (or vacation if the employer does not utilize a PTO system), or if the Nurse has exhausted his/her PTO (or vacation if the employer does not utilize a PTO system), may request unpaid leave. The Employer will not unreasonably deny such a request.

9 – JURY DUTY

- A. Benefited nurses called for jury duty on a scheduled work day will receive regular pay when he/she reports for jury duty at a time when he/she would have worked according to his/her regular schedule. In addition, benefited Nurses required to participate in jury duty on a scheduled work day shall be granted two (2) days off of every seven (7). Each day spent in jury duty is considered a day worked for the purposes of this section. Regardless of shift, a Nurse shall be relieved of his/her Hospital duties during the time he/she is required to be on jury duty.
- B. Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangement to accommodate the employee's absence. The Employee must report for work whenever the court schedule permits. The employer may request an excuse from jury duty if, in the employer's judgment, the employee's absence would create serious operational difficulties.
- C. RNs who are placed on telephone standby by the Jury Commissioner are required to work if scheduled to do so. The Department Manager may waive this requirement where the nature of the work and the availability of personnel will not permit the RN to leave the unit on short notice.
- D. Nurses who volunteer their services to be jurors on the Grand Jury or in the U. S. District Court are not eligible for jury duty pay.

10 – WITNESS PAY

The Hospital will reimburse RNs at their straight time hourly rate, for the time spent in necessary traveling, waiting and testifying when the RN is subpoenaed by the Hospital, Dignity Health or an affiliated organization to appear in court or at a deposition, or by any other party when the RN is subpoenaed to appear in court or at a deposition to testify as to matters arising out of his/her employment. If the RN uses his/her own vehicle, the Hospital will reimburse the employee for the round trip mileage between the work-site and the place of appearance at the rate permitted by the Internal Revenue Service. A nurse will not be reimbursed in cases where the Hospital, Dignity Health or an affiliated organization is not a party to the action.

11 – UNION/ASSOCIATION LEAVE

Association Leave shall be requested by the Nurse and the Association at least fourteen (14) days in advance in writing (shorter notice can be agreed to by the parties.) One bargaining unit nurse, per 100 bargaining unit members per facility (but not more 6 than one per unit unless mutually agreed otherwise by the parties) shall be granted a leave of absence not to exceed twelve (12) months. Health, dental, vision, and pension benefits will continue during the leave so long as the union reimburses Dignity Health for the cost of such after the initial thirty (30) days.

At the time the leave of absence is taken or at least forty-five (45) calendar days prior to the completion of the stated terms of the leave of absence, the Association shall notify the employer of the Nurse's intent to return to the work and the Nurse shall likewise so advise the employer. Upon return, the Nurse shall be returned to the same or similar position, without loss of pay rate or scheduled hours or seniority, from which the nurse took the leave of absence, consistent with staffing reductions and/or layoffs which may have occurred during the period, of the leave of absence without pay.

12 – MEDICAL LEAVE

- A. Employees who have completed ninety (90) days of employment shall be eligible for leave of absence for medical reasons. Such leave(s) shall not exceed one (1) year, unless extended by mutual agreement between the RN and the Employer.
- B. In order to be eligible for medical leave, the RN must provide the Employer's Human Resources department with medical certification, in advance where practicable and foreseeable, the probable duration and confirmation that the RN is unable to perform his/her job duties due to the medical condition.
- C. Benefits under this Agreement shall be maintained during the paid portions of leave and/or during any portion of the leave that qualifies for FMLA or CFRA leave as provided below. Beginning on the first day of the month following the exhaustion of paid time and/or the maximum FMLA/CFRA leave, the employee may elect to continue benefit coverage under COBRA by paying the cost of such coverage as provided by COBRA.

13 – TRANSITIONAL WORK

The hospital shall attempt to return employees who are temporarily incapacitated, as a result of a work related injury or illness, to transitional work as soon as medically feasible. The transitional work assignment will be determined by the availability of transitional work and in accordance with the description of physical limitations/restrictions provided by the employee's primary treating physician. The Transitional Work Program is not intended to apply in cases where the employee requires a permanent job reassignment as a result of an injury. Employees may be assigned to the modified work program for a period not to exceed six (6) months in any twelve (12) month period.

Modified work assignments must be distributed fairly with priority given to those RNs injured on the job.

14A – CONTINUING EDUCATION TIME

The following shall constitute the minimum standards. Nothing in this Article shall prohibit the inclusion of higher or additional benefits in any of the local agreements.

A. Continuing Education Time (CET)

1. All benefited RNs shall receive up to forty (40) hours per calendar year of paid continuing education time (prorated based on status and start date) for education. Nurses shall be eligible for continuing education time upon the completion of the probationary period.
2. If an eligible Nurse is denied continuing education time in a particular year and is unable to use all available continuing education time, the Nurse may carry over that portion of unused time to the following year. In no event may a Nurse have a continuing education time balance of more than twice his/her annual accrual.
3. Paid release time shall be provided on the basis of (1) hour paid time for each one (1) hour of continuing education credit earned.
4. RNs will be paid for attendance at education classes required by the facility. Employer provided classes that provide continuing education hours will be credited against available CET hours up to a maximum of 15 hours.
5. CET is not counted as “hours worked” for purposes of calculation of overtime, unless otherwise required by law.

B. Eligible Continuing Education

1. Continuing education time will be provided for:
 - a. Courses, seminars or workshops which are accepted by the Board of Registered Nursing for continuing education credit, or
 - b. Attendance for Association Conventions and Clinical Sessions.
 - c. All CET must be reasonably related to the RNs work as a nurse.

C. Requests for CET

1. Requests for continuing education time to attend or take a continuing education program must be made no later than fifteen (15) days prior to the date such release time is to commence, whether the class is online or in person.
2. A Nurse who attends a continuing education course not requiring release time (e.g. on her/his day off or home study) is not required to request advance approval
3. Approval of CET shall not be unreasonably denied.

4. Evidence of course completion must be submitted for payment within 30 days following completion of the class.

14B – TUITION REIMBURSEMENT

The following shall constitute minimum standards. Nothing in this Article shall prohibit the inclusion of higher or additional benefits in any of the local agreements.

A. Tuition Reimbursement

All benefited RNs may receive up to five thousand two hundred and fifty dollars (\$5,250) for tuition reimbursement per calendar year (prorated based on status and start date). Nurses shall be eligible for tuition reimbursement benefits upon the completion of the probationary period.

B. Eligible Reimbursement

1. Eligible fees for tuition reimbursement shall include registration fees, tuition expenses, student fees, lab fees and required textbooks.
2. Tuition Reimbursement will be provided for:
 - a. Courses required in accredited bachelor's or advanced degree programs, or
 - b. Courses, examinations or renewals for certifications. All requests for Tuition Reimbursement must be approved in advance by the Employer.

C. Requests for Tuition Reimbursement

1. All requests for Tuition Reimbursement must be approved in advance by the Employer.
2. Tuition Reimbursement will be provided from those amounts available to the Nurse as of the date of course completion, provided:
 - a. The Nurse received advance approval;
 - b. The Nurse satisfactorily completes the course; and
 - c. The Nurse submits all receipts for reimbursable expenses (as described above).
3. Once submitted, tuition reimbursement is to be paid within four (4) weeks.

15 – PROFESSIONAL PRACTICE COMMITTEE

A Professional Practice Committee shall be established at each facility.

PPCs already established shall be continued. The Employer recognizes the responsibility of the PPC to recommend measures objectively to improve patient care and will duly consider such written recommendations and will so advise the Professional Practice Committee of action taken.

Responses to written Professional Practice Committee recommendations shall be made in writing in a timely fashion not to exceed thirty (30) days unless extended by mutual agreement between the Chief Nursing Executive and the Professional Practice Committee.

Membership The Professional Practice Committee (“PPC”) shall be composed of one nurse for every forty (40) nurses in the Facility with a minimum of four (4) nurses and a maximum of ten (10) Registered Nurses employed at the Facility and covered by this Agreement. The Committee members shall be elected by the Registered Nurse staff at the Facility and the results shall be communicated in writing to the CNE/designee.

Meetings

- A. Regular Meetings and Minutes The PPC may schedule regular meetings not to exceed two (2) meeting per month, for attendance at which PPC Committee members shall be compensated up to four (4) hours straight-time pay per month. The PPC shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to the Chief Nurse Executive prior to the next meeting. At the request of the PPC, the Chief Nurse Executive (CNE) shall attend up to one (1) hour of PPC meetings per month.
- B. Informational Meetings The PPC may request meetings with the head of any department for the purpose of obtaining information on issues that affect any of the PPC Committee objectives. Seven (7) days in advance of such a meeting the PPC shall provide a specific written agenda for such meetings. Such meetings shall be arranged through the CNE/designee who may attend.
- C. Special Meetings The Facility may request special meetings with the PPC, but such meetings shall not take the place of regularly scheduled meetings of the PPC.
- D. PPC chairperson Each PPC shall elect a chairperson who shall be compensated up to four (4) hours per month for working on PPC activities, in addition to compensation for the regular PPC meetings.

Objectives The objectives of the PPC shall be:

- A. To consider constructively the professional practice of nursing;
- B. To work constructively for the improvement of patient care and nursing practice;

- C. To make recommendations to the Facility regarding ways and means to improve patient care;
- D. To make recommendations to the Facility where, in the opinion of the Committee, a critical Nurse staffing shortage exists;
- E. To consider how to maintain staffing to allow for all nurses to take timely rest periods and breaks
- F. To consider constructively the improvement of safety and health conditions which affect nursing practice;
- G. To consider how to minimize manual lifting to avoid nurse injuries.
- H. To investigate Nurse staffing complaints and make recommendations to the Facility.
- I. The PPC shall meet as needed with Management to review and discuss staffing issues.

Nurse Staffing Information

- A. Reasonable requests for daily staffing records or other pertinent information will be provided to the PPC upon request in a timely manner not to exceed ten (10) days from the date of the request, unless mutually agreed. The Nursing Executive may request the opportunity to meet with the PPC to further review or explain the information requested. The parties agree that confidential information (i.e., information referred to in the first sentence) shall not be distributed beyond the PPC or CNA.

Appointment to Safety Committee The PPC will appoint one (1) Staff Nurse member and one (1) alternate to the Facility's Health and Safety Committee. The Staff Nurse member will have full voting rights and will attend meetings on paid time.

PPC Quality/Retention & Recruitment Representative ("QRR")

Each Professional Practice Committee, in collaboration with the Employer, shall designate a QRR from amongst the members of the PPC. The QRR shall interact with Hospital management to: (1) increase RN participation in the quality improvement processes at the Hospital; (2) assist in the development of recruitment and retention programs and the improvement of RN satisfaction by identifying potential pilot programs that address issues such as call-off, floating, wound care, RN practice models and responsible reporting; (3) discuss concerns of excessive mandatory on call shifts and vacated RN positions that have not been posted; (4) facilitate the process that provides for the improvement of individual hospital quality and patient satisfaction outcomes; (5) address how staffing conditions impact appropriate meal and rest break relief and other critical support for safe patient handling. The QRR shall be provided up to five (5) hours per month paid time to perform the activities described above. (Extra paid time may be authorized by mutual agreement between the Union and the Employer.) Additionally, anytime the QRR is requested by Hospital administration to participate in any hospital quality improvement process or activity, the QRR

shall be paid his/her regular pay rate, provided the QRR is not otherwise scheduled to work. Any hours spent by the QRR shall not be included in the calculation of overtime.

Nursing Practice Review Committee

At the request of either party, a difference of opinion between the PPC and Administration concerning matters falling within the PPC's objectives (Paragraph above) will be handled by being referred to the Nursing Practice Review Committee. The Committee will be the exclusive means for resolving any such differences of opinion, and shall be composed of:

- A. The Executive Director of CNA, or her/his designee, and one (1) elected Staff Nurse member of the PPC;
- B. Two (2) members designated by the Facility.

A meeting of the Nursing Practice Review Committee shall be held within ten (10) days of the referral (unless the Committee mutually agrees otherwise) for the purpose of jointly reviewing the original problem presented by the Professional Practice Committee, together with a summary of the information exchanged between the parties on the problem since its original presentation, and to begin joint explorations leading to resolution of the matter. Any representative on the Nursing Practice Review Committee may request, and shall receive, relevant information from the representative of the other party, or may introduce further relevant information. The recommendation of the Nursing Practice Review Committee shall be reached within (30) days of the Committee's meeting.

No recommendation shall become effective unless a majority of the Nursing Practice Review Committee concurs.

Limitations

Disputes between the PPC and the Employer regarding the PPC objectives and issues unresolved by the Nursing Practice Review Committee are not subject to the grievance procedure.

16 – NURSE REPRESENTATIVES

A. Selection of Nurse Representatives

The Employer agrees to recognize Nurse Representatives designated by the Union, one (1) of whom will be designated by the Union as the Chief Nurse Representative. Upon selection of a Nurse Representative, the Union will advise Human Resources, in writing, of the employee so designated and will also notify the Employer, in writing, of which Nurse Representative is designated as a Chief Nurse Representative. Any Nurse designated as Nurse Representative will be a current employee of the Employer, currently on the payroll and currently working on a job covered by this Agreement at the time of appointment and at the time of the performance of any Nurse Representative functions.

B. Nurse Representative Activities

1. The function of the Nurse Representative shall be to handle grievances and to ascertain that the terms and conditions of the Agreement are observed. If scheduled to work, a Nurse Representative shall be released without loss of pay to carry out the function of a Nurse Representative. In handling grievances the Nurse Representative shall deal only with representatives of the Facility designated to handle grievances. The Facility's designated representatives are required to meet with only one (1) Nurse Representative on any one grievance. This does not preclude the presence of other Nurse Representatives who are the grievants or who are witnesses to the incident that has resulted in the grievance.
2. The activities of the Nurse Representative under this Article shall not interfere with the Nurse Representative's work or with the work of any other employee.
3. The Facility shall provide a thirty (30) minute period during each New Registered Nurse Orientation for a Nurse Representative (on paid time) to explain the Agreement and promote California Nurses Association membership to all newly hired Registered Nurses covered by this Agreement.

The time of the CNA presentation will be mutually agreed upon between the Union and the Employer, and will occur on paid time of the nurses who are attending the orientation. The facility shall provide a copy of the CNA membership packet to each employee who is hired into a represented position.

4. Upon advance request and subject to staffing and scheduling needs, the Employer will provide up to five (5) days without pay per calendar year to a Nurse Representative for the purpose of participating in CNA educational programs. The Employer will not unreasonably deny such Union requests.
5. Upon advance request and subject to staffing and scheduling needs, duly recognized nurse representatives will be permitted to leave their normal work:
 - a. To attend the monthly nurse representative meetings. No more than four (4) hours of such release time per month will be granted to a maximum of one nurse representative per every 50 bargaining unit employees up to a maximum of 10 with a minimum of 4 per facility; and
 - b. To attend employer scheduled investigatory interviews or grievance meetings. If such a meeting is scheduled during the nurse representative's day off, then the nurse representative shall be paid for that time. These hours shall not be considered as hours worked for purposes of overtime calculation.

The Employer will not unreasonably deny such Union requests.

6. Upon mutual agreement, Nurse Representatives may aggregate and utilize the paid hours described above in B (5). The Employer will not unreasonably deny such Union requests.

17 – RELEASE TIME FOR ASSOCIATION EMPLOYEE NEGOTIATORS

For Master CNA Negotiations, one (1) employee per represented facility may be appointed or elected to the Union Negotiating Committee and shall be eligible to be fully compensated by the Employer for their work days missed because of their attending negotiating meetings and mutually agreed upon caucus time on those days. The compensation to be paid to committee members by the Employer for work days missed shall include the employee wages, differentials, payment of health premiums, PTO/ESL accruals, seniority accruals and any coverage for which the employee is otherwise eligible. Time spent in negotiating meetings or caucuses will not be considered time worked for purposes of overtime calculation. The Union shall notify the Employer at least two (2) weeks in advance of the first negotiating meeting of the names of the committee persons and, in the event of changes in the committee after the first meeting, the Union shall notify the Employer at least twenty-four (24) hours prior to any meeting of any changes in the committee for such meeting.

18 – RN RESPONSE NETWORK

Dignity Health recognizes that the RN Response Network (RNRN) sponsored by the California Nurses Association has in the recent past, provided exemplary relief and professional medical assistance to victims hard hit by natural disaster. In many cases, this assistance exceeded that provided by local, state, and Federal agencies as well as private non-governmental agencies and organizations.

In accordance to Dignity Health's Core mission, both CNA and Dignity Health agree that they are in a unique position to jointly provide assistance to future victims of natural disasters and other emergencies, and that it is central to the goals and missions of both parties to work together to provide such aid.

Dignity Health will make reasonable effort to adjust work schedules to allow release time for RNs who wish to take volunteer assignments with the RN Response Network in response to disasters and emergencies.

Employees shall continue to accrue all benefits for the first month of the RNRN leave.

CNA will provide all training and will be responsible for all logistics, coordination with local authorities, transportation, meals and lodging.

19 – ASSOCIATION ACCESS

A duly authorized Association representative will be permitted to enter upon the Employer's premises for the purpose of hearing and dealing with Nurse complaints, provided that, whenever possible, the Association representative will personally advise a representative of the Human Resources Department by telephone in advance of the date and time of the intended visit.

Whenever the Association representative is on the premises, s (he) will wear a CNA identification badge.

The representative shall comply with customary security precautions. The representative shall not interfere with the RN's duties or operations of the Hospital, nor may the representative have a conference with an RN while the RN is on duty. Nothing herein shall prevent brief contacts with an Association representative to schedule a meeting or other incidental conversations.

20 – BULLETIN BOARDS

The Employer will continue to furnish a bulletin board(s) pursuant to current practice to be used only for Association business. Notices posted will be submitted first to the Human Resources Department prior to posting and will be limited to official notices which do not contain editorial comment. Postings elsewhere in the Employer's facilities, whether by Union representatives, Nurse Representatives or Nurses, are prohibited.

The Employer will furnish a locked mailbox at each facility. The location and size of this mailbox will be established by local agreement.

21 – INTER-FACILITY TRANSFERS

A. Definition

For the purpose of inter-facility transfers seniority shall be defined as length of service with the Employer, calculated from the original date of hire within the bargaining unit. For the purpose of this Article, "the Employer" means the facilities listed in Section A, Scope of Master Agreement. Seniority for per diem nurses shall be based on established local facility practices and agreements.

B. Inter-facility transfers

When there is no internal applicant for a posted bargaining unit position, applicants from other CNA represented Dignity Health facilities will be entitled to hiring preference. A nurse shall be given preference in filling such vacancy on a seniority basis provided the

nurse is competent and qualified to fill the vacant position. Upon being awarded a position pursuant to this provision, a RN shall retain all bargaining unit seniority that she/he enjoyed in the previous Dignity Health Facility. If there is no competent and qualified inter-facility applicant as defined above, the Facility may fill the position from outside source.

C. Position Posting

All bargaining unit positions will be posted on the Dignity Health website.

22 – PERSONNEL FILES

A nurse may review his/her personnel file during regular office hours, subject to the operating needs of the Human Resources Department.

Copies of relevant materials within the personnel file shall be provided on written request of the nurse and/or request of the Association.

Disciplinary materials, including complaint letters, shall not be used against the employee for any purpose after fourteen (14) months. Disciplinary actions for gross misconduct shall not be used after five (5) years, if the employee is not terminated for the offense. Gross misconduct will be issues legally defined, such as sexual harassment, theft, patient abuse or neglect, or threats of violence against any employees, patients or visitors. If grieved or arbitrated and/or the charges of the offenses are determined to be without merit or otherwise withdrawn, all records shall be purged of any references.

Any RN may file a written request to have such outdated disciplinary materials physically removed from his/her personnel file. Such removal shall occur within seven days of the request.

23 – DISCHARGE AND DISCIPLINE

The Facilities shall have the right to discharge or assess disciplinary action only for just cause.

A Nurse, upon his or her request, is entitled to have an Association representative present during an investigatory interview where the Nurse reasonably believes that such interview will result in disciplinary action.

No RN shall be held in unpaid investigatory suspension for more than seven (7) calendar days.

Dignity Health shall notify CNA of all involuntary disciplinary terminations within seventy-two (72) hours, excluding holidays and weekends.

Where the Facility reasonably believes an investigatory interview may result in suspension or discharge of the Nurse, the Facility shall advise the Nurse in advance.

Unless circumstances warrant severe disciplinary actions, the Employer will use a system of progressive discipline. Progressive disciplinary steps include verbal counseling, written counseling and/or warnings, disciplinary suspension without pay or final written warning, and termination of employment.

24 – GRIEVANCE PROCEDURE & ARBITRATION

Section A — The Grievance Procedure

The parties shall use the following procedure in an effort to resolve any grievances which may arise during the term of the Agreement. It is the intention of both parties to discuss and resolve disputes informally and attempt to settle them prior to resorting to STEP TWO of the grievance procedure.

DEFINITIONS

In this ARTICLE the following definitions apply:

1. “Grievance” - A dispute concerning the interpretation or application of any provision of this Agreement. This procedure shall be the exclusive remedy for all asserted violations of this Agreement except for Article 4 (No Discrimination) as otherwise provided in this Agreement, or for any matter that cannot be waived under federal or state law.
2. “Days” - Means calendar days. In this Article, whenever a period of time is specified, the day of the event or action which commences the period shall not be included in calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday or Hospital holiday, the period shall be extended to the next day which is not a Saturday, Sunday or Hospital holiday.

STEP ONE

If a Nurse has a grievance, the Nurse is encouraged to discuss the matter with the Nurse’s Supervisor or, if necessary, with the Nursing Director responsible for the service or the Chief Nurse Executive. However, if the grievance is not resolved in this manner or if the Nurse prefers to go directly to STEP TWO, the grievance shall be handled in accordance with the procedure set forth below, if not adjusted or the Nurse has not received an answer within seven (7) days of the date of the meeting with the Nurse Supervisor or Nursing Director responsible for the service or the Chief Nursing Executive, unless mutually agreed upon, the grievance shall automatically be eligible to go to Step Two.

STEP TWO

Any grievance between the Association and the Facility or the Nurse and the Facility shall be reduced to writing and a representative of CNA. Staff shall meet with a representative of the Facility, designated by the Facility, who is authorized to receive grievances and adjust such matters. Together they shall attempt to resolve the grievance. The parties shall meet within seven

(7) calendar days of the date the grievance is received unless mutually agreed otherwise, if no response is received at Step Two, the grievance shall be moved to Step Three of the Grievance Procedure.

- A. No grievance shall be processed under this Article unless it has been first presented in this Step within thirty (30) calendar days of the date when either the Nurse or the Association had knowledge of the event constituting the grievance (or, in the normal course of events and with reasonable diligence, when either should have had knowledge). In the case of a discharge or suspension, no grievance shall be processed under this Article unless it has been first presented in this Step within seven (7) calendar days of the discharge or suspension.

STEP THREE

If the grievance has not been resolved at Step 2, the parties may mutually agree to utilize the services of an agreed upon mediator to resolve the grievance and to avoid unnecessary use of the arbitration process.

- A. A request by either party for mediation must be made within fourteen (14) days of the Step 2 response.
- B. The period for referring the grievance to arbitration will be stayed while the parties consider the mediation request.
- C. Neither the Employer nor CNA will be bound by any recommendation of the mediator.
- D. Either the Employer or CNA may terminate the mediation process immediately by written notice at any time.
- E. The costs of mediation, if any, shall be shared equally by the parties.

STEP FOUR

A. Arbitration

- 1. If the Step 3 procedure is not used, completed or is terminated by either party, then the party pursuing the grievance shall have fourteen (14) days to request (in writing) arbitration. The impartial Arbitrator shall be chosen by the parties either by mutual agreement or from the following list:

Gerald Lucy
John Kagel
David A. Weinberg
Fred Horowitz

Sara Adler
Lou Zigman
Andrea Dooley
Andria Knapp

2. In the event of a vacancy in the panel of Arbitrators, such vacancy shall be filled by the parties within fifteen (15) days. If the parties cannot agree upon a successor within the time specified, he/she shall be selected from a list submitted by the Federal Mediation and Conciliation Service by a process identical to that of selecting an Arbitrator from the panel for a specific grievance.
3. The parties shall alternately strike one name each from the above list (the first strike being determined by a flip of a coin) and the last name remaining shall be the impartial Arbitrator.

B. Expedited Arbitration Procedure

In cases where the parties mutually agree that it would be legally sound and practicable to utilize an expedited arbitration procedure, the following standards shall apply:

- (a) The case shall be heard within ten (10) days of the decision to go to arbitration.
- (b) There shall be no transcript of the proceedings unless the Arbitrator in his or her discretion so requires.
- (c) There shall be no post-hearing briefs filed unless the Arbitrator so requires.
- (d) The Arbitrator shall issue a bench decision unless he or she desires additional time, which shall not be longer than ten (10) days following the hearing. Thereafter, at the request of either party, the Arbitrator shall provide a brief opinion setting forth the factual and legal basis for his or her decision.
- (e) Settlement Discussion Settlement discussions at Steps One, Two, or Three shall not be introduced into evidence at Step Four.

Section B - Time Limits

Extension The time limits above may be extended by mutual agreement of the parties.

Arbitrator's Decision The Arbitrator shall render his/her decision within thirty (30) days after the matter has been submitted to him/her unless the parties, by mutual agreement, extend such time limit.

Section C - Scope of Arbitrator's Power

The impartial Arbitrator shall have no power to add to, subtract from, or to change any of the terms or conditions of this Agreement

Section D - Final and Binding Decision

The decision of the impartial Arbitrator shall be final and binding upon the parties.

Section E – Expenses of Arbitrator

Expenses of any arbitration will be shared equally by the Facility and the Association. However, each party shall bear its own expenses of representation and witnesses.

25 – PROBATIONARY PERIOD

For Nurses hired on or after the effective date of this agreement, he/she may be dismissed without recourse to the grievance procedure during the first ninety (90) days of employment. If a Short-Hour/Per Diem Nurse has not completed thirty (30) days of work within said ninety (90) days, the probationary period will be extended through the Nurse's thirtieth (30th) day of work or through the one hundred and thirty-fifth (135th) day of employment, whichever occurs first.

26 – HEALTH, DENTAL AND VISION BENEFITS

A. General Principles

All Dignity Health facilities covered under this agreement shall offer medical, dental and vision benefits to eligible CNA bargaining unit members.

B. Coverage

1. Eligibility for coverage shall be limited to benefited Regular Full-time and Part-time bargaining unit members.
2. Employer offered medical, dental and vision plans will be made available to all eligible:
 - a. Employees
 - b. Legally married spouses
 - c. Registered Domestic Partner of California Employees
 - d. Legally Domiciled Adults who were provided coverage under this Agreement as of July 1, 2013, so long as they continue to meet the eligibility requirements established by the 2009-2013 collective bargaining agreement.
 - e. Biological, adopted or stepchild(ren) age 25 and under including the (biological, adopted or stepchild(ren)) of registered domestic partners and qualifying Legally Domiciled Adults and Adult Tax Dependents.

- f. Mentally or physically disabled child(ren) age 26 and older who are dependent upon employee for support (Social Security disability determination or physicians documented incapability of self-support).
 - g. Employee’s Adult Tax Dependent (ATD) – adult residing in the same home as the employee who is the IRS tax dependent of the employee and is not eligible for Medicare who were provided coverage under this Agreement as of July 1, 2013, so long as they continue to meet the eligibility requirements established by the 2009-2013 collective bargaining agreement.
3. An employee may have only one adult, other than the Employee, covered under the Employer’s health plans, as per current practice.
 4. Duplicate coverage is not allowed in any benefit plan.

C. Medical Plans

1. Effective January 1, 2022, all nurses electing coverage under the Primary plans will pay a monthly premium based on the level of participation elected by the nurse as follows:

Employee Only:	\$0.00
Employee + Children:	\$119.10
Employee + Spouse:	\$148.88
Employee + Family:	\$208.43

2. Beginning in plan year 2024 and continuing in each plan year, the monthly premium for the levels of coverage for the Primary plans, set forth in (C)(1), will be increased by 2.5% effective January 1 of each plan year.
3. Nurses electing coverage under a Dignity Health Medical Plan (DHMP) EPO will have two benefit tiers available:
 - a. Tier 1 uses the Dignity Health Preferred Network comprised of:
 - i. Select physicians and other professional providers
 - ii. Dignity Health facilities, CommonSpirit Health facilities and designated aligned partner facilities
 - b. Tier 2 uses the Anthem National PPO Network
4. The Employer will maintain the plan design of the 2021 Primary Plans or plan designs substantially equivalent in the aggregate, for the life of this Agreement.

D. Buy-Up Medical Plans

The Employer will continue to use the current formula/practice that it uses to subsidize buy-up medical plans (medical plans other than the Primary plan(s) for the facility).

E. Employee Health and Care Management Program

The parties recognize that chronic diseases usually require regular medical oversight and monitoring to achieve best outcomes and appropriate utilization of resources. To that end, the parties agree that as part of the health plan, the employee will transition to an Employee Health and Care Management Program which will assist employees and their dependents manage chronic diseases. Before introducing any such program, the Employer will meet with the Union to seek its input and bargain over the impact of any such program. An employee or an employee's dependent's nonparticipation in this program will not preclude enrollment in the Employer's plans. However, the Employer may include provisions in the plan to incentivize participation, which will be subject to the above stated bargaining process. Any such plan will be administered by an independent third party and will be HIPAA compliant.

F. Dental and Vision Insurance

For the life of the contract, the Employer will maintain the existing or comparable fully Employer paid dental and vision plans.

G. Prescription Drug Plans

All Primary plans offered pursuant to this Article will include a prescription drug plan.

In an effort to control rising healthcare costs and to better position our plans for long term sustainability, on or after Jan 1, 2023, the Employer may:

1. Adjust the co-pay amounts for the prescription drug plans applicable to employees who have elected coverage under a Primary plan to \$10/\$20/\$40 for up to a 30-day supply of medication from a network retail pharmacy. A 90 day supply through mail order will be 2.5x the applicable co-pay.
2. Adopt the Generic Dispensation Utilization Program protocol known as "Dispense As Written 2." Under this protocol, if the prescribing physician indicates "dispense as written," the employee can get the brand drug for the brand co-pay, without paying the difference in cost between the generic and brand name.

H. Efforts to Reduce Costs

The parties jointly commit to make reasonable efforts to reduce the Employer's health care premium costs and/or offset further increases. The parties' intend to achieve this through a collaborative commitment to employee and dependent wellness and healthcare

management program together with cost control strategies.

I. Changes

Through June 30, 2026, any changes in the benefits specified herein must be mutually agreed upon by both parties prior to implementation. However, the parties recognize that from time-to-time changes may be mandated by a change in plan offerings made by 3rd party insurers or as a result of changes in plan administrators. When such circumstances arise, the Employer will notify the Union and will bargain over the impact of such changes on bargaining unit employees.

J. Navigators/Liaisons

Health Plan navigators/liaisons shall be as agreed to at the local addendums.

27 – PENSION PLANS

A. Pension Formula for Nurses Hired Prior to April 1, 2017

Effective January 1, 2014, nurses are covered by a pension formula with the following accrual rates based on vesting services as defined in the Dignity Health Pension Plan (DHPP):

1. 1.4% times Final Average Compensation for each year of vesting service during plan years in which the participant had between 1 and 20 years of vesting service, plus
2. 1.55% times Final Average Compensation for each year of vesting service during plan years in which the participant had between 21 and 25 years of vesting service, plus
3. 1.65% times Final Average Compensation for each year of vesting service during plan years in which the participant had between 26 years or more of vesting service.
4. For participants who, as of January 1, 2014, are age 58 or over and who have 20 years of vesting service, the above accrual rates will each be increased by 1% for plan years 2014, 2015 and 2016.
5. The Employer match for this formula will be a fixed twenty-five (25%) percent of the first 6% of contributions up to a maximum match of one and half (1.5%) percent of pay for eligible RNs to the defined contribution plan. The Employer's contributions will be deposited biweekly to the employee's account when the employee's portion is deducted.

B. Pension Formula for Nurse Hired on or After April 1, 2017

1. Beginning April 1, 2017, any nurses hired into the CNA bargaining unit will participate in the Guaranteed Growth Account Formula (GGA) in the Dignity Health Pension Plan. The DHPP contains the full description of the GGA formula which description is incorporated herein by reference.
2. The employee match for this formula will be a fixed fifty (50%) percent of the first 6% of contributions up to a maximum match of three (3%) percent of pay for eligible RNs to the defined contribution plan. The Employer's contributions will be deposited biweekly to the employee's account when the employee's portion is deducted.

C. ERISA Compliant Formulas

It is the parties' intention that the formulas set forth in paragraphs (A) and (B) above provide benefit accruals to participants in a manner that is compliant with ERISA (although the DHPP is operated as a Church Plan exempt from ERISA). The Employer will continue to make reasonable contributions to the pension Plan trust as provided by the Plan's funding policy. In the event the Dignity Health Pension plan is converted to an ERISA plan:

1. The formula set forth in paragraphs (A) and (B) above shall continue to apply (*assuming they remain ERISA compliant*);
2. The Employer will comply with ERISA requirements, including funding; and,
3. The parties will meet to bargain the impact of such compliance on the nurse bargaining unit.

D. St. Rose Dominican Hospitals

The provisions of Appendix H of the CNA-St. Rose Dominican Hospital contract will be deleted effective April 1, 2017. Thereafter, the pension formula set forth in (B), above, will be applied to all nurses hired on or after April 1, 2017. No nurses hired after that date will be eligible to participate in the Growth Dollar Plan (GDP).

E. Lump Sum Distribution Option

In addition to current payout options, a lump sum distribution option will be offered to any nurse retiring on or after June 1, 2014 on the same basis as other Dignity Health Pension Plan participants.

F. Benefit Statements

Dignity Health agrees to provide annual benefit statements to nurses and will meet with the union to discuss the appropriate timing and content of said benefit statements.

G. PEP Calculation Method

The PEP Plus benefits accrued by nurses as of December 31, 2013 will be preserved for employees and paid as a part of the overall pension benefits paid to employees when they retire and make benefit elections in the following manner: the final calculation will be [PEP points accumulated as of December 31, 2013] x [Final Average Pay to be calculated through the date of retirement as set forth in the summary plan description] divided by 107.44.

H. Portability

The pension formulas set forth herein are portable among Dignity Health hospitals covered by this Master Agreement.

I. Pension Committee Meetings

At least twice each year, three Dignity Health representatives shall meet with three designated CNA representatives to share and discuss issues related to the health of the Dignity Health Pension Plan. These meetings shall be held in person or virtually by mutual agreement by both parties. Such meetings shall include but not be limited to: a) a review of the pension plan financial statements, the funding policy, plan contributions in the preceding year-to-date, and other available documentation related to the overall health of the plan; and, b) resolving system accessibility problems. Plan documents such as the Plan and Trust Agreement and/or Actuarial Statements shall be provided on request.

J. Legacy Plan transfers

The parties incorporate, by reference, their agreement reached on August 1, 2015 concerning pension benefits for a group of nurse transferring into the formula set forth in (A) above effective January 1, 2014 from various legacy formulas.

K. Dignity Health Pension Plan

Plan Operation and all other terms and conditions of the formulas contained herein are covered by the DHPP. Any change in the benefit formulas, eligibility or other conditions of the DHPP that would materially impact the retirement benefits provided herein to CNA represented nurses may only be modified by mutual agreement through June 30, 2025.

L. April 3, 2014 Agreement

It is the intention of the parties that this agreement, on Article 27 – Pension Plans, replaces the Tentative Agreement Regarding Pension entered into by the parties on April 3, 2014. To the extent the new language of this Article modifies any provision of the April 3, 2014 Agreement, such changes are mutually agreed upon.

28 – RETIREE HEALTH BENEFIT

Beginning January 1, 2010* (for those not already covered by the amounts below) (January 2011 for Sierra Nevada Memorial Hospital), Dignity Health will provide the following retiree health benefit:

A. An eligible employee will receive \$1,000 per year for each year of vesting service to be established in a Retiree Health Benefit Account in accordance with the terms outlined below. Vesting service shall mean 1,000 hours worked in a calendar year.

a) Employees who retire at age 65 or greater and have at least 15 years of vesting service (at least 5 of which must be continuous vesting service on the date of retirement, other than that period, whole years of vesting service may be aggregated so long as the nurse was continuously employed by the Employer) will have accounts established up to a maximum of \$25,000.

b) Employees who retire between ages 62-65 and have at least 25 years of vesting service (at least 5 of which must be continuous vesting service on the date of retirement, other than that period, whole years of vesting service may be aggregated so long as the nurse was continuously employed by the Employer) will have accounts established as reflected below:

1. Age 62	\$15,000
2. Age 63	\$17,000
3. Age 64	\$20,000

c) Employees who retire at age sixty-five (65) and have at least 30 years of vesting service (at least 5 of which must be continuous vesting service on the date of retirement, other than that period, whole years of vesting service may be aggregated so long as the nurse was continuously employed by the Employer) will have an account established up to a maximum of \$40,000.

d) If there is a discrepancy regarding the appropriate years of service or wages earned, the employee should exhaust all available avenues with their local HR teams in an effort to resolve and/or reconcile the discrepancy. If these efforts are not able to clear up the issue, with the Benefit Contact Center’s approval, the employee may

obtain a Social Security Administration (SSA) report and the cost of obtaining this report will be reimbursed by the company.

- B. This account may only be used to reimburse employees for eligible employee-only health care costs. (Eligible costs shall be those pre-tax reimbursements allowable under applicable IRS codes such as premium cost of Medicare Part B and the Medicare Rx Plan, etc.)
- C. Retirees currently receiving COBRA co-payment by the Employer under the pre-65 program shall suffer no loss of benefits as a result of the above.

*Prior to January 1, 2010, existing Retiree Health Plans at each facility shall remain in full force and effect.

29 – NURSE PRECEPTORS

- A. Precepting shall be voluntary.
- B. Employees who are designated as preceptors will be paid their regular hourly rate for attending Employer provided preceptor training.
- C. To be considered for assignment as a preceptor, the employee must have demonstrated current competency in the department which the employee is assigned.
- D. When an employee is assigned to perform preceptor duties, the Employer will comply with all applicable state and federal laws.
- E. Dignity Health and CNA agree that it would be beneficial to develop a system-wide preceptor policy. To that end, Dignity Health will meet with CNA representatives with a goal of creating a system-wide policy.

30 – PATIENT NEEDS – STAFFING

Section A - General Principles

The Facilities shall have a staffing system based on assessment of patient needs in conformance with the accreditation requirements of the Joint Commission on Accreditation of Hospitals and Title 22 of the California Administrative Code. The Facilities agree to conform its system to any future changes adopted by either body during the term of the contract.

The patient classification system shall be a method of determining staffing requirements for each patient, each unit and each shift as appropriate, based on physical observation and assessment of each patient by the RN who is responsible for the patient.

The system will be adhered to in all areas to which it is applicable, and for patient care areas such as outpatient surgery, equivalent or appropriate systems for assessing staffing needs will be maintained. In the event the scheduled staffing is insufficient to meet the specific staffing ratios called for by the system, the Facilities will make every reasonable effort to procure additional personnel. Should persistent shortages be identified, the Facilities will take the necessary steps to ensure safe patient care.

The staffing system with full information summarizing or explaining the system will be located in the appropriate manual on every nursing unit, and a copy will be provided to the Professional Performance Committee, upon request.

As a general practice, newly hired Nurses will not be counted in the regular staffing complement during orientation, or portions thereof as designated in advance by the Facilities; provided, however, that the Facilities shall determine the duration and scope of orientation to be given, based upon the Nurse's prior experience and/or training. Exceptions to this general practice may occur, provided that such exceptions shall not be unreasonably made. Within ninety (90) days of ratification of this Agreement, the Facilities shall, upon request, make available for review by CNA its orientation practices relative to newly hired Nurses, if those practices have changed since the Facilities last submission and subsequently if the Facilities change these practices.

Section B - Patient Classification System Committee

1. The patient classification system used by each Facility for determining nursing care needs of individual patients shall:
 - reflect the assessment of patient requirements made by the direct care RN; and,
 - provide for shift-by-shift staffing based on those requirements.
2. The system shall include, but not be limited to, the following elements:
 - individual patient care requirements, including the nursing process;
 - the patient care delivery system;
 - generally accepted standards of nursing practice; and,
 - the unique nature of each Facility patient populations.
3. In accordance with Title 22, the responsibility for review of the reliability and validity of the patient classification system, and for recommending any modifications or adjustments necessary to assure accuracy in measuring patient care needs will be the function of a committee appointed at each Facility. The committee shall consist of an equal number of representatives of nursing management and RNs appointed by the Professional Practice Committee (the exact number to be determined at the local table). The review referred to in this Subsection 3 shall be performed annually and completed no later than December 1, each calendar year. The Facility will make its best efforts to implement within thirty (30) days recommendations that are approved by Management. Members of the committee shall be paid at their straight time hourly rate for time spent in attending committee meetings. Such time is not "time worked" for overtime purposes.

4. The Facilities shall notify the PPC of proposed changes to the Patient Classification System, or staffing matrices which result in a reduction of RNs covered by this Agreement, within 30 calendar days of the proposed implementation date of the changes. Simultaneous with the notification of the proposed change(s), each Facility shall supply CNA with the reasons for the proposed change(s). Nursing Administration will meet with the PPC upon request to discuss the system, proposed changes in the system and the conformance of the system to the requirements of this Article.
5. Differences of opinion under B.4 of this Article shall be handled under the following provisions:
 - A. In the event there is such a difference of opinion, the PPC shall refer the issue to the Chief Nurse Executive (“CNE”) of the facility where it has arisen. The PPC shall simultaneously provide the following information in writing to the CNE.
 1. A detailed description of the facts which have given rise to the difference of opinion including dates and times where appropriate;
 2. The provisions of this Article that are relevant; and
 3. The proposed remedy or resolution.
 - B. Provided the written referral is in compliance with subsection 5.a. above, the CNE shall respond to the PPC within 30 days of receipt of the written allegation of violation.
 - C. If the difference of opinion is not resolved by this process, the PPC may bring this matter to the Special Review Committee established under Article 23 of this Agreement, provided there is a written referral to the Review Committee within thirty days of the CNE’s response.

Section C - Nurse Participation in Budget Development Process

Each year Staff Nurses on each Nursing Unit shall be notified in advance and allowed an opportunity shall select from their representative input during the Facility’s annual budget development process. During that period of the Facility’s budget development when standard hours per patient day (“standards”) for each Unit are reviewed, the Unit Representative appointed by CNA shall solicit input from Staff Nurses at a Staff meeting, and, together with the Nurse Manager for the Unit, may meet with the CNE. Upon request, and at reasonable times thereafter, the unit staff may consult with the CNE and the Nurse Manager on the appropriateness of the standards and related issues. Upon request, at Unit Staff meetings all Nurses shall be involved in the discussion of the appropriate staffing mix for their Unit.

The Facility designated Unit Representatives shall receive, annually, up to four (4) hours of straight-time pay in connection with performance of activities described above. The Unit

Representative shall obtain prior approval from the Nurse Manager before performing any duties outside of her/his regularly scheduled hours and such approval shall not be denied unreasonably.

Section D - Conscious Sedation

See Appendix A: California Board of Registered Nursing letter regarding Conscious Sedation approved 9/95 (rev 7/97).

31 – STATE MANDATED STAFFING RATIOS

Dignity Health will comply with State mandated staffing ratios. The provisions of said law will be included in this agreement as Appendix C. This provision and the referenced appendix shall be solely subject to Resolution of Staffing Disputes.

32 – STANDARDS OF COMPETENT PERFORMANCE

A Registered Nurse shall be considered to be competent when the Nurse consistently demonstrates the ability to transfer scientific knowledge from social, biological and physical sciences in applying the nursing process as follows:

1. Formulates a nursing diagnosis through observation of the patient's physical condition and behavior, and through interpretation of information obtained from the patient and others, including the health team.
2. Formulates a care plan, in collaboration with the patient, which ensures that direct and indirect nursing care services provide for the patient's safety, comfort, hygiene, and protection, and for disease prevention and restorative measures.
3. Performs skills essential to the kind of nursing action to be taken, explains the health treatment to the patient and family, and teaches the patient and family how to care for the patient health needs.
4. Assigns or delegates tasks to other care givers based on the legal scope of practice of those care givers and on the preparation and capacity needed in the tasks to be assigned or delegated, and provides clinical supervision of those care givers.
5. Evaluates the effectiveness of the care plan through observation of the patient's physical condition and behavior, signs and symptoms of illness, and reactions to treatment through communication with the patient and health team members, and modifies the plan as needed.
6. Acts as the patient's advocate, as circumstances require, by initiating action to improve health care or to change decisions or activities which are against the interests or wishes of the patient, and by giving the patient the opportunity to make informed decisions about health care before it is provided.

33 – SAFE PATIENT HANDLING

1. Dignity Health is committed to providing a safe working environment that includes a commitment to protect nurses from workplace injuries associated with the handling of patients. Each hospital shall implement and maintain a safe patient handling policy for all patient care units.
2. Reasonable efforts will be made to eliminate the need for patient care providers to manually lift patients. Reasonable efforts may include the integration of mechanical lifts, education and appropriate training for staff involved in handling of patients. Appropriately trained and designated staff is to be available to assist with patient handling.
3. The Professional Practice Committee is the appropriate forum for nurses to raise safety concerns related to the handling or movement of patients. Each facility shall give due and fair consideration to recommendations from the Professional Practice Committee that are intended to reduce workplace injuries associated with the movement or handling of patients.

34 – RESOLUTION OF STAFFING DISPUTES

Disputes concerning Article 31 (State Mandated Staffing Ratios), Article 30 (Patient Needs Staffing) and Article 32 (Standards of Competent Performance/Nursing Process Standards), which are not resolved by the Nursing Practice Review Committee, shall be submitted to a Special Review Panel for final resolution, provided such submission is presented in writing within thirty (30) days of the meeting of the Nursing Practice Review Committee under Article 15 at which the committee is unable to reach a recommendation.

- A. The special Review Panel shall consist of three members, one (1) selected by CNA, one (1) selected by the Facility President or his/her designee and a third selected by the other two (2) panel members to serve as a neutral chairperson. The parties will make a good faith effort to select a chairperson who is experienced in the healthcare industry and with expertise in staffing in acute care hospitals. If they are unable to find such a person, they shall select an arbitrator from the panel in ARTICLE 24 to serve as chairperson.
- B. In reaching a resolution, the Review Panel must take into consideration area standards regarding staffing, State and Federal laws, and any other relevant information presented by the parties.
- C. If the Special Review Panel is unable to agree on a resolution, the neutral third party may resolve the difference and such a decision shall be final and binding on the parties.
- D. Any resolution of the Special Review Panel, including any decision by the neutral third party, must be consistent with state and federal legislation prescribing levels and ratios, and the Special Review Panel, including the neutral third party, shall have no jurisdiction

to fashion any remedy that imposes an obligation on any hospital which exceeds, or is inconsistent with, the requirements of Title 22 or any other state or federal law. Either CNA or the Employer may seek to vacate any decision of the Review Panel or of the neutral third party, under any basis permitted under state or federal law regulating private arbitration.

The Employer and CNA agree that the process contained herein shall be the exclusive means of resolving all disputes arising under Articles 30 and 32 and specifically, except to the extent either party seeks to vacate a decision under paragraph d. above, the parties agree to waive their rights to initiate litigation or seek administrative remedies, including unfair labor practices under the National Labor Relations Act, arising out of such disputes, except for information requests and Section 8(a)(3) or Section 8(b)(1) charges.

This Article shall not be subject to the Grievance Arbitration provisions of the Agreement.

35 – PATIENT CARE TECHNOLOGY REVIEW PROCEDURES

The Employer and the Union recognize that development and deployment of clinical technologies should be used to improve quality outcomes, patient safety and that when used in the patient care setting:

- A. Technology must be consistent with the provision of safe, therapeutic and effective patient care, which promotes patient safety.
- B. Deployment of technology shall not limit the Registered Nurses in the performance of functions that are part of the Nursing Process, including full exercise of clinical judgment in assessment, evaluation, planning and implementation of care; nor from acting as patient advocate.
- C. Technology is intended to enhance, not degrade nursing skills. Its purpose shall be to enhance the delivery of quality patient care and shall not be used in a manner inconsistent with Article 23, Discharge & Discipline.
- D. The manner in which technology is used shall support patient confidentiality.
- E. Technology is intended to provide information and options for clinical decision-making. Clinicians will maintain accountability for actual clinical decision-making, including incorporating individualized patient needs, complications, co-morbidities, as appropriate.
- F. For technology selected after the date of this agreement, the Hospital will provide opportunities for Staff Nurses to provide input regarding new technology affecting the delivery of direct patient care.

36 – WORK STOPPAGES-NONSTRIKES/LOCKOUTS

There shall be no strikes, lockouts, or other stoppages or interruptions of work during the life of this Agreement.

37 – SUCCESSORS

Before any sale, assignment, or any other change in ownership, the Employer shall provide the Association with 90 days advance notice in writing of such intended sale, assignment, or any other change in ownership. Whenever possible, the notice shall include the name and address of the prospective purchaser, assignee, and/or their designated agent.

The Hospital shall not use any sale or transfer or other mechanism for the purpose of evading the terms of this Agreement.

The Employer will also comply with the public and governmental notice requirements set forth in California Health & Safety Code Sections 1255.1 and 1255.25, where applicable. If the Employer is required to provide public or governmental notice pursuant to these sections it will provide the Association a copy of such notice.

38 – SUBCONTRACTING, CONSOLIDATIONS AND SHARED SERVICES

For the purposes of this Section, the term Bargaining Unit Work means work performed by employees represented by the Union and covered by this Agreement.

Subcontracting Prohibited

There will be no subcontracting of bargaining unit work performed by employees, except as provided below in subsection F, Off-site Subcontracting. For the purposes of this Agreement, the following (B. Shared Services and C. Consolidation of Services) shall not be considered subcontracting nor shall utilization of registry and travelers. (The parties agree that utilization of registry and travelers is not intended to replace or eliminate efforts to recruit and hire regular staff nurses.)

Shared Services

Shared Services Defined: A shared service is an entity, which is not an acute-care facility, newly created or acquired by the Employer for the purpose of providing services to a facility or facilities within the Region. Where the work involved in the new entity is bargaining unit work and is moved into the shared service entity, the representation of employees in the new entity shall be determined as follows:

1. Internal Shared Services

Where the shared service entity provides services for facilities currently covered by this Agreement, and work is performed only by employees who immediately preceding the creation or acquisition of a shared service entity were covered by this Agreement, the Agreement shall apply to any shared service entity as provided herein. The procedure for filling positions shall be as set forth in Section C, Consolidation of Services, Subsection 1, Internal Consolidation.

2. External Shared Services Affecting Union facility and Shared Service Facility With Employees Already On Site

Where the work involved in the new entity includes bargaining unit work and is moved into the shared service entity, and the work is performed by employees in comparable classifications either represented by another collective bargaining agent or not represented, the filling of positions and questions of representation shall be as set forth in Section C, Consolidation of Services, Subsection 2, External Consolidation, subparagraphs (c) or (d), as applicable, below.

Consolidation of Services

1. Internal Consolidation (Union Affected Only)

An internal consolidation of services is the merging of facilities, departments, campuses or services in which bargaining unit work performed at one or more locations is transferred in whole or in part to another acute-care facility or facilities and where all employees performing such work are covered by this collective bargaining agreement. Following consolidation, the Union under the terms and conditions of this Agreement will represent all such employees.

Bidding Preference Order. In cases of campus closure, internal consolidation of services or the creation of an internal shared service entity (as defined in Section B.2 above), all available positions that are comparable to the position currently held by bargaining unit employees will be posted. Bargaining unit employees in those positions at all facilities will be permitted to bid for the comparable positions based upon seniority and category.

2. External Consolidation (affecting Union Facility and Facility Currently Not Represented and/or Represented by Another Collective Bargaining Agent)

External Consolidation Defined: An external consolidation of services is the merging of existing or newly opened and acquired campuses, facilities, departments or services in which bargaining unit work performed at one or more locations is transferred, in whole or in part, to another location(s) within Dignity Health where employees performing such work in one of the affected facilities is represented by another union or is not represented by another union. Representation at such a consolidated site shall be determined as follows:

External Consolidation On Site Represented By Union

- A. Where the consolidation results in work being performed at a site where employees assigned the work are represented by the Union, the collective bargaining agreement shall continue in full force and effect. The parties will meet to discuss a procedure by which either non-union or other union represented employees whose work is being transferred may be placed in any additional positions created at the consolidated site.
- B. External Consolidation On Site Currently Represented By Another Collective Bargaining Agent.

Where the external consolidation takes place at a site where the employees assigned the work are represented by another Collective Bargaining Agent, the Union, the Employer and the other Collective Bargaining Agent will meet to discuss a procedure to staff any additional positions created at the consolidated site.

- C. External Consolidation On Site Currently Not Represented by a Union.

Where the consolidation occurs at a site where immediately prior to the consolidation the employees performing the work were not represented by any union, all comparable positions will be posted.

For the purposes of this Section (C.2.c), "comparable positions" means positions comparable to positions covered by this Agreement. Employees in comparable positions at the affected facilities, including those not represented by the Union, shall be eligible to bid for positions in the comparable positions in the comparable classifications based upon seniority.

Affected employees who are not successful in obtaining a comparable position in the department(s) in which the consolidated services have been placed, shall be placed initially on the Casual list and subsequent determination of majority status, an employee may have his/her name removed from the Casual list by so informing the Employer in writing.

Majority Status. At the conclusion of the initial staffing, if a majority of such regular full-time and part-time employees, limited part-time employees and casual employees in departments into which work has been consolidated were represented by the Union immediately prior to the consolidation, the Employer will recognize the Union as the collective bargaining agent for that group of employees.

At the conclusion of initial staffing, if a majority of full-time and part-time employees, limited part-time and short-hour employees, and casual employees in departments into which work has been consolidated were not represented by the Union immediately prior to the consolidation, questions concerning representation shall be determined in accordance with procedures under the National Labor Relations Act and consistent with the Recognition Procedure set forth in this Agreement.

No Loss of Jurisdiction

In all circumstances outlined in the selection above, Article 2, Recognition of Union and Exclusions, shall continue to apply.

Notice and Bidding for Closures, Consolidation, Shared Service Entities

The Employer will give both the Union and affected employees at least ninety (90) days' notice of its intent to consolidate services, create or acquire a shared service entity or in the event of the closure of a campus and/or facility.

Off-Site Subcontracting

1. Notice

The Employer shall give the Union at least ninety (90) days' notice of its intent to subcontract any bargaining unit work to another Employer who will not perform such work on the Employer's premises. "Another Employer" means a service provider other than one over, whom the Employer has, majority control. In the event the Employer has majority control over an outside service provider, the appropriate terms under Shared Services (Section 5.B.1) or Consolidation of Services (Section 5.C.1) will apply. In the event the Employer has a minority interest (less than fifty percent [50%]) in the outside service provider, all terms of this section, Off-Site Subcontracting shall apply.

2. Requirement to Bargain

Upon request of the Union, the Employer agrees to bargain over the decision to subcontract bargaining unit work and the effects of that decision, as described herein. The Employer further agrees that a decision to subcontract off-site will be based upon overall cost savings, improvement in the quality of patient care, and/or technological advances, but shall not be based on a decision to reduce labor rates (e.g. wages and benefits) as set forth in this Agreement, or used with the intention of avoiding the terms and conditions of this Agreement.

3. Union Alternatives

During the bargaining over the decision and its effects, the Union shall have the right to offer alternatives to the subcontracting. If, in the opinion of the Employer, the alternatives proposed by the Union achieve seventy-six percent (76%) of the savings targeted by the Employer, and improve the quality of patient care and are feasible, the Employer will agree to implement the Union proposal in whole or in part in place of subcontracting.

4. Mediation

If no agreement is reached between the Employer and the Union regarding the decision to subcontract and its effects within sixty (60) days after the Employer has provided the Union

notice of its intent to subcontract and/or the Employer does not agree to implement an acceptable alternative in place of subcontracting, either party may request the services of the Federal Mediation and Conciliation Services, or a private mediator mutually agreed upon by the parties.

5. No Strike/No Lockout

If no agreement is reached between the Employer and the Union regarding the decision to subcontract and its effects within ninety (90) days after the Employer has provided the Union notice of its intent to subcontract, the Union may suspend the No-Strike/No Lockout provision of the Agreement with regard to Subcontracting. The Union shall provide such notice in writing and in compliance with applicable law.

Currently Subcontracted Work

The Employer also agrees that it will, upon request, discuss with the Union the possibility of bringing currently subcontracted work into the bargaining unit.

39 – SAVINGS CLAUSE

The parties agree that should any part of this Agreement be held invalid by any court of competent jurisdiction the remainder of the Agreement shall remain in full force and effect and shall not be invalidated by such court action. In the event that any part of the Agreement is thus invalidated, the parties will enter into immediate negotiations to cure such defect.

40 – CONTRACT PRINTING

Dignity Health and CNA will commit to completing proof reading of contract drafts and to expedite the final version of the contract within 120 days upon ratification.

41 – DIGNITY HEALTH NURSE REP COUNCIL

Both parties agree that Registered Nurses are frontline providers of patient care, and an important repository of a wealth of experience and expertise regarding excellence in the delivery of nursing care.

Therefore, Dignity Health will release and compensate two Registered Nurses per facility, appointed by the Union, who will meet twice per calendar year for up to eight (8) hours to address the issues listed below. Compensation paid shall be paid and treated consistent with the pay provisions in Article 17, Release Time for Association Employee Negotiators.

- Advancing the safe and therapeutic delivery of healthcare across Dignity Health facilities through excellent patient outcomes, safety awareness and safe patient handling.
- Advancing the practice of nursing to provide safe and high quality patient care.
- Enhancing the retention and recruitment of RNs to assist Dignity Health in becoming the employer of choice for Registered Nurses.
- Strengthening professional education initiatives, including RN precepting and mentoring.

The Union will provide Dignity Health a list of participants at least one week prior to the posting of the schedule for the period of time during which the meeting is scheduled to occur.

CNA will forward an agenda and minutes to Dignity Health within two weeks after the meeting.

42 – WORKPLACE VIOLENCE

1. General

The Employer agrees to provide a safe and healthy work environment for all RNs and further agrees to comply with all applicable local, state, and federal laws and regulations, including all accreditation bodies pertaining to workplace violence prevention, including but not limited to the Dignity Health Workplace Violence Policy. The union shall be notified, and upon request, may provide input and recommendations regarding any material revision or change to the current Workplace Violence Policy and/or the Workplace Violence Prevention Plan.

2. Workplace Violence Prevention Plan

- a. The Employer will maintain a workplace violence prevention plan as required by law.
- b. Any workplace violence prevention plan shall include, but not be limited to, all of the following:
 - i. Personnel education and training policies that require all healthcare workers who provide direct care to patients to, at least annually, receive education and training about the facility's workplace violence prevention plan;
 - ii. Procedures to communicate with employees regarding workplace violence matters;
 - iii. Procedures for responding to violent incidents and situations involving violence or the risk of violence;

- iv. Procedures for investigating violent incidents;
- v. A system to, at least annually, assess and improve upon factors that may contribute to or help prevent workplace violence; and
- vi. A system to select and implement prevention measures and other controls as appropriate based upon the assessment of risk factors for workplace violence.
- vii. The Workplace Violence Prevention Plan shall be in effect at all times and in all areas as mandated by the law.

3. Education and Training

The Employer will provide education and training on workplace violence prevention to all employees. Topics to be covered include, but are not limited to the following:

- a. How to recognize the potential for violence, factors contributing to the escalation of violence and how to counteract them, and when and how to seek assistance to prevent or respond to violence.
- b. Strategies to avoid physical harm.
- c. How to recognize and respond to alert, alarms, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering, as applicable.
- d. How to communicate concerns about workplace violence without fear of reprisal.
- e. How to report violent threats to law enforcement.
- f. Any resources available to RNs for coping with incidents of violence or the risk of violence.
- g. An opportunity for interactive questions and answers with a person knowledgeable about the workplace violence prevention plan.
- h. Training not given in person shall provide for interactive questions to be answered within one business day by a person knowledgeable about the workplace prevention plan.
- i. The role of private security personnel, if applicable.
- j. Employees assigned to respond to alarms or other notifications of violent incidents receive additional training:

- i. Verbal intervention and de-escalation techniques and physical maneuvers to defuse and prevent violent behavior.
- ii. Appropriate and inappropriate use of restraining techniques in accordance with Title 22.
- iii. Appropriate and inappropriate use of medications as chemical restraints in accordance with Title 22.
- iv. An opportunity to practice the maneuvers and techniques with other employees, including debriefing of the meeting and problems found to be corrected.

4. Access to Workplace Violence Records

To the extent required by law, workplace violence records shall be made available to employees and the Union, on request, for examination and copying.

43 – SHARED VISION FOR HEALTHCARE

California Nurses Association/National Nurses Organizing Committee and Dignity Health agrees that healthcare is a human right. We will advocate policies that ensure access to quality health care services for all; end racial and ethnic disparities in health outcomes; promote and improve the delivery of culturally competent care; and increase the diversity of the health care work force.

Dignity Health will comply with any state or federal “no surprise billing” laws applicable to the facilities covered by this Agreement.

44 – EQUITY & INCLUSION

1. The Employer and the Union stand together in the fight against racial injustice and health disparities within the communities we serve. We are committed to a workplace free from any and all racism and unlawful discrimination.
2. The Employer and Union agree that expanding access to care in underserved communities; expanding implicit and unconscious bias training; growing programs that impact the social determinants of health; and further diversifying our workforce to reflect the communities we serve are important steps towards achieving health equity.

3. The Employer and the Union agree to add to their biannual RN Leadership Meeting, a standing report on the status of, and actions taken, towards improving access to care for underrepresented communities and that our hiring practices continue to provide equal opportunities to all qualified applicants from the communities we serve.
4. The Employer will provide an annual demographic report of its Registered Nurses that includes information regularly collected by the Employer.
5. The Employer will comply with California Labor Code section 2802.1

45 – CNA & DIGNITY HEALTH LEADERSHIP COUNCIL

1. **Purpose**

The purpose of the CNA & Dignity Health Leadership Council (“Council”) is to provide a forum for leaders from both organizations to come together to share information, report on strategic developments and standing agenda topics, and address other issues and concerns.

2. **Membership**

The Council will consist of six bargaining unit nurses selected by the union and will include CNA leadership representatives and representatives of Dignity Health leadership. The Council will be co-chaired by CNA’s Catholic Division Director and Dignity Health’s SVP Employee & Labor Relations.

3. **Standing Agenda Items**

The following topics will be standing agenda items at all Council meetings, unless mutually agreed otherwise:

- a. **Workplace Violence Prevention/Trends**: Topics addressed may include but not be limited to information concerning events reported on the Violent Incident Log for CNA represented facilities; review of workplace violence incidents which resulted in a serious injury or fatality; an overview of any new education and training provided to nurses; any trends or risks identified and steps taken to address such issues.
- b. **Diversity, Equity & Inclusion**: Topics addressed may include but not be limited to information concerning bargaining unit demographics; programs designed to encourage a diverse and representative RN workforce; and education programs or training programs designed to assist career advancement for historically underrepresented groups in the nursing profession. Topics will also include reports on the Employer’s efforts to ensure access to quality health care services for all;

steps taken to eliminate racial and ethnic disparities in health outcomes and to promote and improve the delivery of culturally competent care in the communities we serve.

- c. Health, Safety and Infectious Diseases: Topics addressed may include but not be limited to information concerning availability and protocols with respect to personal protective equipment; screening efforts for infectious diseases within patient population; preparedness for infectious disease outbreaks, isolation accommodations; and effective communication, education and training of direct care providers and other frontline staff.

4. Frequency of Council Meetings

The Council will meet at least twice each year on dates and at locations mutually agreed upon by the Council co-chairs.

5. Local Facility Council (“LFC”)

Each Facility may have an LFC consisting of two nurses selected by the Union, a representative from Human Resources and the Employee & Labor Relations Director. The LFC will meet for two hours every four months to review and discuss the Facility’s efforts with respect to Workplace Violence Prevention/Trends, Diversity, Equity & Inclusion, and Health, Safety and Infectious Disease programs. The members of the LFC should meet and confer ahead of each scheduled meeting and should formulate an agenda no less than five (5) business days in advance of the meeting.

6. Payment for Attendance at Council and LFC Meetings

If an RN committee member is regularly scheduled to work during the time in which the Council or LFC meeting is held, the nurse will be compensated at straight-time pay for attendance at such meetings. Attendance at Council and LFC meetings will not be considered time worked for the purpose of overtime calculation.

46 – TERM AND TERMINATION

This Agreement is effective on the first full pay period following ratification, and shall remain in full force and effect until June 30, 2025, and from year to year thereafter unless either party shall deliver to the other written notice of its desire to terminate or amend the Agreement at least ninety (90) days prior to June 30, 2025, and bargaining sessions shall begin within thirty (30) days after submission of such notice.

Dignity Health

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Scott Fuller
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Scott Fuller

Senior Vice President, Employee & Labor Relations

Dignity Health/CommonSpirit Health

Date: 12/6/2021

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Alan Mulliner, VP Employee and Labor Relations
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Alan Mulliner

Vice President, Employee & Labor Relations

Dignity Health/CommonSpirit Health

Date: 12/7/2021

California Nurses Association

Bonnie Castillo

Bonnie Castillo

Executive Director

California Nurses Association/NNOC

Date: _____

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Jennifer Lemmon

Director, Southern California/Nevada

California Nurses Association/NNOC

Date: 12/3/2021

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Director, Catholic Division

California Nurses Association/NNOC

Date: 12/3/2021

**APPENDIX A - RN Responsibility When Floating to New Patient Care Unit or Assigned to
New Population, Board Of Registered Nurses**

STATE OF CALIFORNIA – STATE AND CONSUMER SERVICES AGENCY Arnold
Schwarzenegger, Governor
Ruth Ann Terry, MPH, RN
Executive Officer

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BOARD OF REGISTERED NURSING

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The Board of Registered Nursing receives many inquiries from RNs who are being asked to float to a new patient care unit. The RNs often ask the BRN what their responsibilities are when being floated to a new unit and whether the RN can refuse the assignment if the RN determines she/he is not competent to provide safe nursing care.

The RN is always responsible for providing safe, competent nursing care. Therefore, before accepting a patient assignment, the RN must have the necessary knowledge, judgment, skills, and ability to provide the required care.

It is the RN's responsibility to determine whether she/he is clinically competent to perform the nursing care required on the new unit or with the new patient population. If the RN is not clinically competent to perform the care, she/he should not accept the patient care assignment. The RN may accept a limited assignment of nursing care duties, which utilizes his/her currently existing clinical competence.

The competency standards to which the Board holds the RN accountable are specified in Title 16, Business and Professions Code, Nursing Practice Act, Section 2725 and the California Code of Regulations Section 1443.5, Standards of Competent Performance. The Nursing Practice Act and the Standards of Competent Performance apply in all settings where RNs practice nursing. If the RN accepts an assignment for patient care and is not clinically competent, the RN license can be disciplined.

Nursing administrators, supervisors, and managers have a crucial responsibility to assure appropriate and competent nursing care to patients/clients. The BRN requires nursing administrators, supervisors, and managers to only assign patient care to RNs who are clinically competent. Nursing administrators, supervisors and managers may have their licenses subject to discipline if they do not ensure assignment of clinically competent RN staff.

The Department of Health Services, Title 22, Acute Care Regulations, amended in 1996, requires competency validation for RNs and patient care personnel. These regulations are in addition to the Nursing Practice Act requirements. Registered nurses and patient care personnel who may be temporarily re-directed (floated) are required to undergo the process of competency validation for their assigned patient care unit.

The regulations require:

- (A) Assigning only those duties and responsibilities for which competency has been validated;
- (B) the RN who has demonstrated competency for the patient care unit is responsible for planning and implementing the patient care, providing clinical supervision and coordinating the care given by LVNs and unlicensed nursing personnel, and for assigning a RN resource nurse for RNs and LVNs who have not completed the competency validation for the unit;
- (C) RNs who have not completed the competency validation for the unit cannot be assigned total responsibility for patient care including duties and responsibilities for planning and implementing patient care, and providing clinical supervision and coordination of care given by LVNs and unlicensed nursing personnel, until all the standards for competency for that unit have been met.

The amendments to Title 22 are in concert with the statutory authority as set forth in the Business and Profession Code, Section 2725 Nursing Practice Act, and California Code of Regulation, Section 1443.5 Standards of Competent Performance.

APPENDIX B – CONSCIOUS SEDATION, Board of Registered Nursing

STATE OF CALIFORNIA – STATE AND CONSUMER SERVICES AGENCY Arnold
Schwarzenegger, Governor
Ruth Ann Terry, MPH, RN
Executive Officer

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REV. 07/97

BOARD OF REGISTERED NURSING

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CONSCIOUS SEDATION

It is within the scope of practice of registered nurses to administer medications for the purpose of induction of conscious sedation for short-term therapeutic, diagnostic or surgical procedures.

Authority for RNs to administer medication derives from Section 2725(b) (2) of the Nursing Practice Act (NPA). This section places no limits on the type of medication or route of administration; there is only a requirement that the drug be ordered by one lawfully authorized to prescribe. Other relevant sections of the NPA do impose additional requirements. Specifically, the registered nurse must be competent to perform the function, and the function must be performed in a manner consistent with the standard of practice. [Business and Professions Code 2761(a) (1); California Code of Regulations 1442, 1443, 1443.5.]

In administering medications to induce conscious sedation, the RN is required to have the same knowledge and skills as for any other medication the nurse administers. This knowledge base includes but is not limited to: effects of medication; potential side effects of the medication; contraindications for the administration of the medication; the amount of the medication to be administered. The requisite skills include the ability to: competently and safely administer the medication by the specified route; anticipate and recognize potential complications of the medication; recognize emergency situations and institute emergency procedures. Thus the RN would be held accountable for knowledge of the medication and for ensuring that the proper safety measures are followed. National guidelines for administering conscious sedation should be consulted in establishing agency policies and procedures.

The registered nurse administering agents to render conscious sedation would conduct a nursing assessment to determine that administration of the drug is in the patient's best interest. The RN would also ensure that all safety measures are in force, including back-up personnel skilled and trained in airway management, resuscitation, and emergency intubation, should complications occur. RNs managing the care of patients receiving conscious sedation shall not leave the patient unattended or engage in tasks that would compromise continuous monitoring of the patient by the registered nurse. Registered nurse functions as described in this policy may not be assigned to unlicensed assistive personnel.

The RN is held accountable for any act of nursing provided to a client. The RN has the right and obligation to act as the client's advocate by refusing to administer or continue to administer any medication not in the client's best interest; this includes medications which would render the client's level of sedation to deep sedation and/or loss of consciousness. The institution should have in place a process for evaluating and documenting the RNs demonstration of the knowledge, skills, and abilities for the management of clients receiving agents to render conscious sedation. Evaluation and documentation of competency should occur on a periodic basis.

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REV. 07/97

Certified registered nurse anesthetists (CRNAs) by virtue of advanced education and practice in their area of specialty have met requirements to administer safely the class of drugs in question.

ADDENDUM CONSCIOUS SEDATION

As of 1995, safety considerations for conscious sedation include continuous monitoring of oxygen saturation, cardiac rate and rhythm, blood pressure, respiratory rate, and level of consciousness, as specified in national guidelines or standards. Immediate availability of an emergency cart which contains resuscitative and antagonist medications, airway and ventilatory adjunct equipment, defibrillator, suction, and a source for administration of 100% oxygen are commonly included in national standards for inducing conscious sedation.

RESOURCES:

"AORN Recommended Practices for Monitoring the Patient Receiving Intravenous Sedation," Association of Operating Room Nurses, Inc., 2170 S. Parker Road, Denver, Colorado, 80231. Telephone 303/ 755-6300.

"Position Statement on the Role of the Registered Nurse in the Management of Patients Receiving IV Conscious Sedation for Short-Term Therapeutic, Diagnostic, or Surgical Procedures" (endorsed by 23 professional associations). American Nurses Association, 600 Maryland Avenue S.W., Suite 100 West, Washington, DC 20024-2571. Telephone 202/554-4444.

"Qualified Providers of Conscious Sedation," American Association of Nurse Anesthetists, 222 South Prospect Avenue, Park Ridge, Illinois 60068. Telephone 708/ 692-7050.

APPENDIX C – STAFFING REGULATIONS AB394 & R-37-01

AB 394

FEBRUARY 11, 1999

An act to add Section 2725.3 to the Business and Professions Code, and to add Section 1276.4 to the Health and Safety Code, relating to health care.

LEGISLATIVE COUNSEL'S DIGEST

AB 394, Kuehl. Health facilities: nursing staff.

Existing law provides for the licensing, registration, and regulation of nurses, and sets forth the scope of practice.

This bill would prohibit a general acute care hospital, an acute psychiatric hospital, and a special hospital, as defined, from assigning an unlicensed person to perform nursing functions in lieu of a registered nurse, or from allowing unlicensed personnel under the direct clinical supervision of a registered nurse to perform certain functions.

Existing law prohibits operation of a health facility, as defined, without a license issued by the State Department of Health Services and provides for the issuance of licenses and for the regulation of health facilities and sets forth the services to be provided therein.

Willful or repeated violation of these provisions is a crime.

This bill would require the department, with regard to general acute care hospitals, acute psychiatric hospitals, and special hospitals, to adopt regulations that establish certain minimum nurse-to-patient ratios, and would require these health facilities to adopt written policies and procedures for training and orientation of nursing staff. This bill would authorize the department to take into consideration the unique nature of the University of California teaching hospitals as educational institutions when establishing the ratios, in accordance with certain requirements. This bill would also require a county hospital in Los Angeles County to be subject to a phase-in process developed in conjunction with the department.

By changing the definition of an existing crime this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

- (a) Health care services are becoming complex and it is increasingly difficult for patients to access integrated services.
- (b) Quality of patient care is jeopardized because of staffing changes implemented in response to managed care.

- (c) To ensure the adequate protection of patients in acute care settings, it is essential that qualified registered nurses and other licensed nurses be accessible and available to meet the needs of patients.
- (d) The basic principles of staffing in the acute care setting should be based on the patient's care needs, the severity of condition, services needed, and the complexity surrounding those services.

SEC. 2. Section 2725.3 is added to the Business and Professions Code, to read:

2725.3. (a) A health facility licensed pursuant to subdivision (a), (b), or (f), of Section 1250 of the Health and Safety Code shall not assign unlicensed personnel to perform nursing functions in lieu of a registered nurse and may not allow unlicensed personnel to perform functions under the direct clinical supervision of a registered nurse that require a substantial amount of scientific knowledge and technical skills, including, but not limited to, any of the following:

- (1) Administration of medication.
- (2) Venipuncture or intravenous therapy.
- (3) Parenteral or tube feedings.
- (4) Invasive procedures including inserting nasogastric tubes, inserting catheters, or tracheal suctioning.
- (5) Assessment of patient condition.
- (6) Educating patients and their families concerning the patient's health care problems, including post-discharge care.
- (7) Moderate complexity laboratory tests.

(b) This section shall not preclude any person from performing any act or function that he or she is authorized to perform pursuant to Division 2 (commencing with Section 500) or pursuant to existing statute or regulation as of July 1, 1999.

SEC. 3. Section 1276.4 is added to the Health and Safety Code, to read:

1276.4. (a) By January 1, 2001, the State Department of Health Services shall adopt regulations that establish minimum, specific, and numerical licensed nurse-to-patient ratios by licensed nurse classification and by hospital unit for all health facilities licensed pursuant to subdivision (a), (b), or (f) of Section 1250. The department shall adopt these regulations in accordance with the department's licensing and certification regulations as stated in Sections 70053.2, 70215, and 70217 of Title 22 of the California Code of Regulations, and the professional and vocational regulations in Section 1443.5 of Title 16 of the California Code of Regulations. The department shall review these regulations five years after adoption and shall report to the Legislature regarding any proposed changes. Flexibility shall be considered by the department for rural general acute care hospitals in response to their special needs. As used in this subdivision, "hospital unit" means a critical care unit, burn unit, labor and delivery room, post-anesthesia service area, emergency department, operating room, pediatric unit, step-down/intermediate care unit, specialty care unit, telemetry unit, general medical care unit, subacute care unit, and transitional inpatient care unit.

The regulation addressing the emergency department shall distinguish between regularly scheduled core staff licensed nurses and additional licensed nurses required to care for critical care patients in the emergency department.

(b) These ratios shall constitute the minimum number of registered and licensed nurses that shall be allocated. Additional staff shall be assigned in accordance with a documented patient classification system for determining nursing care requirements, including the severity of the illness, the need for specialized equipment and technology, the complexity of clinical judgment needed to design, implement, and evaluate the patient care plan and the ability for self-care, and the licensure of the personnel required for care.

(c) "Critical care unit" as used in this section means a unit that is established to safeguard and protect patients whose severity of medical conditions requires continuous monitoring, and complex intervention by licensed nurses.

(d) All health facilities licensed under subdivision (a), (b), or (f) of Section 1250 shall adopt written policies and procedures for training and orientation of nursing staff.

(e) No registered nurse shall be assigned to a nursing unit or clinical area unless that nurse has first received orientation in that clinical area sufficient to provide competent care to patients in that area, and has demonstrated current competence in providing care in that area.

(f) The written policies and procedures for orientation of nursing staff shall require that all temporary personnel shall receive orientation and be subject to competency validation consistent with Sections 70016.1 and 70214 of Title 22 of the California Code of Regulations.

(g) Requests for waivers to this section that do not jeopardize the health, safety, and well-being of patients affected and that are needed for increased operational efficiency may be granted by the state department to rural general acute care hospitals meeting the criteria set forth in Section 70059.1 of Title 22 of the California Code of Regulations.

(h) In case of conflict between this section and any provision or regulation defining the scope of nursing practice, the scope of practice provisions shall control.

(i) The regulations adopted by the department shall augment and not replace existing nurse-to-patient ratios that exist in regulation or law for the intensive care units, the neonatal intensive care units, or the operating room.

(j) The regulations adopted by the department shall not replace existing licensed staff-to-patient ratios for hospitals operated by the State Department of Mental Health.

(k) The regulations adopted by the department for health facilities licensed under subdivision (b) of Section 1250 that are not operated by the State Department of Mental Health shall take into account the special needs of the patients served in the psychiatric units.

(l) The department may take into consideration the unique nature of the University of California teaching hospitals as educational institutions when establishing licensed nurse-to-patient ratios. The department shall coordinate with the Board of Registered Nursing to ensure that staffing ratios are consistent with the Board of Registered Nursing approved nursing education requirements. This includes nursing clinical experience incidental to a work-study program rendered in a University of California clinical facility approved by the Board of Registered Nursing provided there will be sufficient direct care registered nurse preceptors available to ensure safe patient care.

(m) A county hospital in a county of the first class, as defined in Section 28022 of the Government Code, shall be subject to a phase-in process developed in conjunction with the department. This phase-in process shall be completed within one year of the adoption of the regulations that implement this section.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

Staffing Regulations adopted by DHS effective 1/1/04

70217. Nursing Service Staff.

(a) Hospitals shall provide staffing by licensed nurses, within the scope of their licensure in accordance with the following nurse-to-patient ratios. Licensed nurse means a registered nurse, licensed vocational nurse and, in psychiatric units only, a licensed psychiatric technician. Staffing for care not requiring a licensed nurse is not included within these ratios and shall be determined pursuant to the patient classification system.

No hospital shall assign a licensed nurse to a nursing unit or clinical area unless that hospital determines that the licensed nurse has demonstrated current competence in providing care in that area, and has also received orientation to that hospital's clinical area sufficient to provide competent care to patients in that area. The policies and procedures of the hospital shall contain the hospital's criteria for making this determination.

Licensed nurse-to-patient ratios represent the maximum number of patients that shall be assigned to one licensed nurse at any one time. "Assigned" means the licensed nurse has responsibility for the provision of care to a particular patient within his/her scope of practice. There shall be no averaging of the number of patients and the total number of licensed nurses on the unit during any one shift nor over any period of time. Only licensed nurses providing direct patient care shall be included in the ratios.

Nurse Administrators, Nurse Supervisors, Nurse Managers, and Charge Nurses, and other licensed nurses shall be included in the calculation of the licensed nurse-to-patient ratio only when those licensed nurses are engaged in providing direct patient care. When a Nurse Administrator, Nurse Supervisor, Nurse Manager, Charge Nurse or other licensed nurse is engaged in activities other

than direct patient care, that nurse shall not be included in the ratio. Nurse Administrators, Nurse Supervisors, Nurse Managers, and Charge Nurses who have demonstrated current competence to the hospital in providing care on a particular unit may relieve licensed nurses during breaks, meals, and other routine, expected absences from the unit.

Licensed vocational nurses may constitute up to 50 percent of the licensed nurses assigned to patient care on any unit, except where registered nurses are required pursuant to the patient classification system or this section. Only registered nurses shall be assigned to Intensive Care Newborn Nursery Service Units, which specifically require one registered nurse to two or fewer infants. In the Emergency Department, only registered nurses shall be assigned to triage patients and only registered nurses shall be assigned to critical trauma patients.

Nothing in this section shall prohibit a licensed nurse from assisting with specific tasks within the scope of his or her practice for a patient assigned to another nurse. "Assist" means that licensed nurses may provide patient care beyond their patient assignments if the tasks performed are specific and time-limited.

(1) The licensed nurse-to-patient ratio in a critical care unit shall be 1:2 or fewer at all times. "Critical care unit" means a nursing unit of a general acute care hospital which provides one of the following services: an intensive care service, a burn center, a coronary care service, an acute respiratory service, or an intensive care newborn nursery service. In the intensive care newborn nursery service, the ratio shall be 1 registered nurse: 2 or fewer patients at all times.

(2) The surgical service operating room shall have at least one registered nurse assigned to the duties of the circulating nurse and a minimum of one additional person serving as scrub assistant for each patient-occupied operating room. The scrub assistant may be a licensed nurse, an operating room technician, or other person who has demonstrated current competence to the hospital as a scrub assistant, but shall not be a physician or other licensed health professional who is assisting in the performance of surgery.

(3) The licensed nurse-to-patient ratio in a labor and delivery suite of the perinatal service shall be 1:2 or fewer active labor patients at all times. When a licensed nurse is caring for antepartum patients who are not in active labor, the licensed nurse-to-patient ratio shall be 1:4 or fewer at all times.

(4) The licensed nurse-to-patient ratio in a postpartum area of the perinatal service shall be 1:4 mother-baby couplets or fewer at all times. In the event of multiple births, the total number of mothers plus infants assigned to a single licensed nurse shall never exceed eight. For postpartum areas in which the licensed nurse's assignment consists of mothers only, the licensed nurse-to-patient ratio shall be 1:6 or fewer at all times.

(5) The licensed nurse-to-patient ratio in a combined Labor/Delivery/Postpartum area of the perinatal service shall be 1:3 or fewer at all times the licensed nurse is caring for a patient combination of one woman in active labor and a postpartum mother and infant. The licensed nurse-to-patient ratio for nurses caring for women in active labor only, antepartum patients who are not in active labor only, postpartum women only, or mother-baby couplets only, shall be the same ratios as stated in subsections (3) and (4) above for those categories of patients.

(6) The licensed nurse-to-patient ratio in a pediatric service unit shall be 1:4 or fewer at all times.

(7) The licensed nurse-to-patient ratio in a post anesthesia recovery unit of the anesthesia service shall be 1:2 or fewer at all times, regardless of the type of anesthesia the patient received.

(8) In a hospital providing basic emergency medical services or comprehensive emergency medical services, the licensed nurse-to-patient ratio in an emergency department shall be 1:4 or fewer at all times that patients are receiving treatment. There shall be no fewer than two licensed nurses physically present in the emergency department when a patient is present.

At least one of the licensed nurses shall be a registered nurse assigned to triage patients. The registered nurse assigned to triage patients shall be immediately available at all times to triage patients when they arrive in the emergency department. When there are no patients needing triage, the registered nurse may assist by performing other nursing tasks. The registered nurse assigned to triage patients shall not be counted in the licensed nurse-to-patient ratio.

Hospitals designated by the Local Emergency Medical Services (LEMS) Agency as a “base hospital”, as defined in section 1797.58 of the Health and Safety Code, shall have either a licensed physician or a registered nurse on duty to respond to the base radio 24 hours each day. When the duty of base radio responder is assigned to a registered nurse, that registered nurse may assist by performing other nursing tasks when not responding to radio calls, but shall be immediately available to respond to requests for medical direction on the base radio. The registered nurse assigned as base radio responder shall not be counted in the licensed nurse-to-patient ratios.

When licensed nursing staff are attending critical care patients in the emergency department, the licensed nurse-to-patient ratio shall be 1:2 or fewer critical care patients at all times. A patient in the emergency department shall be considered a critical care patient when the patient meets the criteria for admission to a critical care service area within the hospital.

Only registered nurses shall be assigned to critical trauma patients in the emergency department, and a minimum registered nurse-to-critical trauma patient ratio of 1:1 shall be maintained at all times. A critical trauma patient is a patient who has injuries to an anatomic area that: (1) require lifesaving interventions, or (2) in conjunction with unstable vital signs, pose an immediate threat to life or limb.

(9) The licensed nurse-to-patient ratio in a step-down unit shall be 1:4 or fewer at all times. Commencing January 1, 2008, the licensed nurse-to-patient ratio in a step-down unit shall be 1:3 or fewer at all times. A “step down unit” is defined as a unit which is organized, operated, and maintained to provide for the monitoring and care of patients with moderate or potentially severe physiologic instability requiring technical support but not necessarily artificial life support. Step-down patients are those patients who require less care than intensive care, but more than that which is available from medical/surgical care. “Artificial life support” is defined as a system that uses medical technology to aid, support, or replace a vital function of the body that has been seriously

damaged. “Technical support” is defined as specialized equipment and/or personnel providing for invasive monitoring, telemetry, or mechanical ventilation, for the immediate amelioration or remediation of severe pathology.

(10) The licensed nurse-to-patient ratio in a telemetry unit shall be 1:5 or fewer at all times. Commencing January 1, 2008, the licensed nurse-to-patient ratio in a telemetry unit shall be 1:4 or fewer at all times. “Telemetry unit” is defined as a unit organized, operated, and maintained to provide care for and continuous cardiac monitoring of patients in a stable condition, having or suspected of having a cardiac condition or a disease requiring the electronic monitoring, recording, retrieval, and display of cardiac electrical signals. “Telemetry unit” as defined in these regulations does not include fetal monitoring nor fetal surveillance.

(11) The licensed nurse-to-patient ratio in medical/surgical care units shall be 1:6 or fewer at all times. Commencing January 1, 2005, the licensed nurse-to-patient ratio in medical/surgical care units shall be 1:5 or fewer at all times. A medical/surgical unit is a unit with beds classified as medical/surgical in which patients, who require less care than that which is available in intensive care units, step-down units, or specialty care units receive 24 hour inpatient general medical services, post-surgical services, or both general medical and post-surgical services. These units may include mixed patient populations of diverse diagnoses and diverse age groups who require care appropriate to a medical/surgical unit.

(12) The licensed nurse-to-patient ratio in a specialty care unit shall be 1:5 or fewer at all times. Commencing January 1, 2008, the licensed nurse-to-patient ratio in a specialty care unit shall be 1:4 or fewer at all times. A specialty care unit is defined as a unit which is organized, operated, and maintained to provide care for a specific medical condition or a specific patient population. Services provided in these units are more specialized to meet the needs of patients with the specific condition or disease process than that which is required on medical/surgical units, and is not otherwise covered by subdivision (a).

(13) The licensed nurse-to-patient ratio in a psychiatric unit shall be 1:6 or fewer at all times. For purposes of psychiatric units only, “licensed nurses” also includes licensed psychiatric technicians in addition to licensed vocational nurses and registered nurses. Licensed vocational nurses, licensed psychiatric technicians, or a combination of both, shall not exceed 50 percent of the licensed nurses on the unit.

(14) Identifying a unit by a name or term other than those used in this subsection does not affect the requirement to staff at the ratios identified for the level or type of care described in this subsection.

(b) In addition to the requirements of subsection (a), the hospital shall implement a patient classification system as defined in section 70053.2 above for determining nursing care needs of individual patients that reflects the assessment, made by a registered nurse as specified at subsection 70215(a)(1), of patient requirements and provides for shift-by-shift staffing based on those requirements. The ratios specified in subsection (a) shall constitute the minimum number of registered nurses, licensed vocational nurses, and in the case of psychiatric units, licensed psychiatric technicians, who shall be assigned to direct patient care. Additional staff in excess of these prescribed ratios, including non-licensed staff, shall be assigned in accordance with the

hospital's documented patient classification system for determining nursing care requirements, considering factors that include the severity of the illness, the need for specialized equipment and technology, the complexity of clinical judgment needed to design, implement, and evaluate the patient care plan, the ability for self-care, and the licensure of the personnel required for care. The system developed by the hospital shall include, but not be limited to, the following elements:

- (1) Individual patient care requirements.
- (2) The patient care delivery system.
- (3) Generally accepted standards of nursing practice, as well as elements reflective of the unique nature of the hospital's patient population.

(c) A written staffing plan shall be developed by the administrator of nursing service or a designee, based on patient care needs determined by the patient classification system. The staffing plan shall be developed and implemented for each patient care unit and shall specify patient care requirements and the staffing levels for registered nurses and other licensed and unlicensed personnel. In no case shall the staffing level for licensed nurses fall below the requirements of subsection (a). The plan shall include the following:

- (1) Staffing requirements as determined by the patient classification system for each unit, documented on a day-to-day, shift-by-shift basis.
- (2) The actual staff and staff mix provided, documented on a day-to-day, shift-by-shift basis.
- (3) The variance between required and actual staffing patterns, documented on a day-to-day, shift-by-shift basis.

(d) In addition to the documentation required in subsections (c)(1) through (3) above, the hospital shall keep a record of the actual registered nurse, licensed vocational nurse and licensed psychiatric technician assignments to individual patients by licensure category, documented on a day-to-day, shift-by-shift basis. The hospital shall retain:

- (1) The staffing plan required in subsections (c)(1) through (3) for the time period between licensing surveys, which includes the Consolidated Accreditation and Licensing Survey process, and
- (2) The record of the actual registered nurse, licensed vocational nurse and licensed psychiatric technician assignments by licensure category for a minimum of one year.

(e) The reliability of the patient classification system for validating staffing requirements shall be reviewed at least annually by a committee appointed by the nursing administrator to determine whether or not the system accurately measures patient care needs.

(f) At least half of the members of the review committee shall be registered nurses who provide direct patient care.

(g) If the review reveals that adjustments are necessary in the patient classification system in order to assure accuracy in measuring patient care needs, such adjustments must be implemented within thirty (30) days of that determination.

(h) Hospitals shall develop and document a process by which all interested staff may provide input about the patient classification system, the system's required revisions, and the overall staffing plan.

(i) The administrator of nursing services shall not be designated to serve as a charge nurse or to have direct patient care responsibility, except as described in subsection (a) above.

(j) Registered nursing personnel shall:

- (1) Assist the administrator of nursing service so that supervision of nursing care occurs on a 24-hour basis.
- (2) Provide direct patient care.
- (3) Provide clinical supervision and coordination of the care given by licensed vocational nurses and unlicensed nursing personnel.

(k) Each patient care unit shall have a registered nurse assigned, present and responsible for the patient care in the unit on each shift.

(l) A rural General Acute Care Hospital as defined in Health and Safety Code Section 1250(a), may apply for and be granted program flexibility for the requirements of subsection 70217(i) and for the personnel requirements of subsection (j)(1) above.

(m) Unlicensed personnel may be utilized as needed to assist with simple nursing procedures, subject to the requirements of competency validation. Hospital policies and procedures shall describe the responsibility of unlicensed personnel and limit their duties to tasks that do not require licensure as a registered or vocational nurse.

(n) Nursing personnel from temporary nursing agencies shall not be responsible for a patient care unit without having demonstrated clinical and supervisory competence as defined by the hospital's standards of staff performance pursuant to the requirements of subsection 70213(c) above.

(o) Hospitals which utilize temporary nursing agencies shall have and adhere to a written procedure to orient and evaluate personnel from these sources. Such procedures shall require that personnel from temporary nursing agencies be evaluated as often, or more often, than staff employed directly by the hospital.

(p) All registered and licensed vocational nurses utilized in the hospital shall have current licenses. A method to document current licensure shall be established.

(q) The hospital shall plan for routine fluctuations in patient census. If a healthcare emergency causes a change in the number of patients on a unit, the hospital must demonstrate that prompt efforts were made to maintain required staffing levels. A healthcare emergency is defined for this purpose as an unpredictable or unavoidable occurrence at unscheduled or unpredictable intervals relating to healthcare delivery requiring immediate medical interventions and care.

70225. Surgical Service Staff

(a) A physician shall have overall responsibility for the surgical service. This physician shall be certified or eligible for certification in surgery by the American Board of Surgery. If such a surgeon is not available, a physician, with additional training and experience in surgery shall be responsible for the service.

(b) One or more surgical teams consisting of physicians, registered nurses and other personnel shall be available at all times.

(c) A registered nurse with training and experience in operating room techniques shall be responsible for the nursing care and nursing management of operating room service.

(d) There shall be sufficient nursing personnel so that one person is not serving as a circulating assistant for more than one operating room.

(e) There shall be evidence of continuing education and training programs for the nursing staff.

70455. Comprehensive Emergency Medical Service Staff

(a) A full-time physician trained and experienced in emergency medical service shall have overall responsibility for the service. The physician or his/her designee shall be responsible for:

- (1) Implementation of established policies and procedures.
- (2) Providing continuous staffing with physicians trained and experienced in emergency medical service. Such physicians shall be assigned to and be located in the emergency service area 24 hours a day.
- (3) Providing experienced physicians in specialty categories to be available in-house 24 hours a day. Such specialties include but are not limited to medicine, surgery, anesthesiology, orthopedics, neurosurgery, pediatrics, and obstetrics-gynecology. (A) The most senior resident in any of the specialties may be considered an experienced physician.
- (4) Maintenance of a roster of specialty physicians immediately available for consultation and/or assistance.
- (5) Assurance of continuing education for all emergency service staff including physicians, nurses, and other personnel.

(b) All physicians, dentists, and podiatrists providing services in the emergency room shall be members of the organized medical staff.

(c) A registered nurse qualified by education and/or training shall be responsible for nursing care within the service.

(d) All registered nurses shall have training and experience in emergency lifesaving and life support procedures.

(e) A registered nurse trained and experienced in emergency nursing care shall be on duty at all times.

(f) There shall be sufficient licensed nurses and other skilled personnel on duty as required to support the services.

APPENDIX D – WAGES

For all represented nurses, the wage increases shall be as follows:

Effective the second full pay period following ratification, full time and part time nurses will receive a lump sum cash payment of \$1,000. Per diem, casual and supplemental nurses will receive a lump sum cash payment of \$300.

2022 3% Effective the first day of the first full pay period in January 2022, RNs will receive an across the board increase of 3.0%. The range shall also move 3.0%.

2023 4% Effective the first day of the first full pay period in January 2023, RNs will receive an across the board increase of 4.0%. The range shall also move 4.0%.

2024 3% Effective the first day of the first full pay period in January 2024, RNs will receive an across the board increase of 3.0%. The range shall also move 3.0%.

2025 3.5% Effective the first day of the first full pay period in January 2025, RNs will receive an across the board increase of 3.5%. The range shall also move 3.5%.

APPENDIX E – SIDE LETTER ON CHANGE OF OWNERSHIP

Dignity Health and the Union will undertake a new approach to provide quality care for patients and quality jobs for health care employees. We intend our relationship to be one of mutual respect. We plan to undertake projects in which we can work together to improve the lives of the people and the communities we serve. We commit ourselves to a process that resolves issues between us in a manner that not only reduces conflict, but also fosters a growing appreciation for our respective missions.

In conformance with this approach, Dignity Health commits that when it is in serious discussions with a third party concerning sale of any hospital, it will notify the Union not less than thirty (30) days prior to signing any definitive sale agreement and will during such thirty (30) day period, meet with the Union and consider the Union's position as to the sale. In such event, Dignity Health further agrees that it will remain faithful to the commitments of its mission by exercising every reasonable effort to ensure that any new owner will be responsible and responsive to the needs of both its employees and the community

**APPENDIX F – COMMUNICABLE DISEASES, PANDEMIC TASK FORCE &
PERSONAL PROTECTIVE EQUIPMENT**

- 1) **In General**
The Employer agrees to provide a safe and healthy work environment for RNs and further agrees to comply with all applicable local, state, and federal health and safety laws and regulations.

- 2) **Communicable Diseases**
The Employer shall provide information and/or training to nurses on communicable diseases to which he/she may have workplace exposure. Information and/or training shall include the symptoms of diseases, modes of transmission, methods of protection, workplace infection control procedures, special precautions, and recommendation for immunizations where applicable.

- 3) **Ad Hoc Pandemic Task Force**
 - a) In the event a pandemic is declared that impacts Dignity Health facilities, Dignity Health and the Association shall form an emergency Pandemic Task Force (PTF). This Pandemic Task Force shall not replace the CNA & Dignity Leadership Council or the Local Facility Council (LFC). The PTF shall be comprised of six (6) representatives appointed by the Association and six (6) representatives appointed by Dignity Health (Dignity Health representatives shall be appointed by the Senior Vice President of Human Resources in consultation with the Chief Medical Officer). Time spent by Association representatives in PTF meetings shall be treated as paid time but shall not constitute hours worked for the purposes of calculating overtime. The participating RN shall not suffer any loss of seniority, PTO accrual or other benefits.

 - b) The PTF is hereby charged with monitoring system wide preparedness and response to the pandemic, including but not limited to the availability of Personal Protective Equipment (PPE), implementation of Federal, State, and/or Local disease prevention standards, the need for off-site emergency triage, immunization and treatment services, isolation accommodations, and effective communication and/or training to direct care providers. PTF recommendations regarding communication and/or training shall be forwarded to facility PPC and LFC for local discussion and implementation in collaboration with the facility's' infection control team. The facility PPC shall be the forum for facility discussion and consistent with the terms of Article 15, Professional Practice Committee.

 - c) The PTF will function as a subcommittee of the Joint Union/Management Committee and will adopt the norms and practices of that group. The PTF will mutually establish a meeting schedule (which may include teleconferences) and date to disband when the responsibilities have been fully discharged.

4) Personal Protective Equipment

- a) The employer shall provide evidence based protocols and personal protective equipment (PPE) based on the type and nature of the disease. The Employer and the Association will work together to ensure nurses utilize appropriate PPE and secure recommended immunizations, except where legally appropriate exceptions would exempt nurses from the immunization. The Employer will act in accordance with all federal, state and local agency guidance pertaining to the required PPE for the communicable disease (e.g. SARS-CoV-2).
- b) The employer shall maintain a stockpile of new, unused PPE in the amount equal to three months of normal consumption, including, but not limited to: N95 filtering face-piece respirators, surgical masks, isolation gowns and eye protection.
- c) Any RN assigned to a patient suspected of having an infectious disease shall be provided and use the same PPE and precautions as would be used in the case of a confirmed case of the disease.
- d) Concerns regarding the safety or sufficiency of PPE needed for safe patient care shall be immediately escalated to the facility LFC. Nurses who raise such good faith concerns shall not be subject to censure or disciplinary action.
- e) The Employer will follow applicable Cal OSHA and OSHA regulations concerning workplace safety.

APPENDIX G – CNA/DIGNITY HEALTH POLITICAL ACTION FUND (PAF)

Yes! I will do my part to make elected officials listen to RNs and patients!

I am volunteering to contribute to the CNA Political Action Fund (PAF) to help elect officials who stand for issues important to CNA. I authorize CNA to file this payroll deduction with my employer and my employer to forward the amount specified to CNA's PAF. I understand that:

- {1} I am not required to sign this form or make CNA PAF contributions as a condition of my employment or union membership;
- {2} I may refuse to contribute without any reprisal;
- {3} CNA PAF uses this money it receives for political purposes, including but not limited to addressing political issues of public importance and contributing to and spending money in connection with federal, state and local elections.

Contributions to CNA PAF are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me.

___ \$1.00 per month ___ \$3.00 per month ___ \$4.00 per month ___ \$5.00 per month \$
___ per month

Name: _____

Employer: _____

Signature: _____

Date: _____

Witness: _____ Date: _____

*For administrative purposes, authorized deductions may be deducted from one paycheck per month (as opposed to being divided among paychecks).

**APPENDIX H – SIDE LETTER FOR ARTICLE 14-A CONTINUING EDUCATION
TIME**

This side letter is entered into by and between California Nurses Association and Dignity Health. Nothing in this side letter prohibits the inclusion of higher or additional benefits in any of the local agreements. The parties have reached the following agreement concern the application of Article 14-A (Continuing Education Time) in the Master Agreement (for California facilities):

1. Dignity Health is authorized to set aside up to 15 BRN-approved CET hours per calendar year (out of the available annual bank) until August 31 for Employer provided classes that provide CET create (prorated based on status and start date). Beginning September 1 of each calendar year, if any of the 15 hours remain unused, they will revert back to the nurse for her/his use.
2. Dignity Health will exclude the following classes from the list of those for which the facility may credit against the 15 hours, provided these classes are mandatory for the nurse's position:
 - a. ACLS
 - b. PALS
 - c. NALS
 - d. NRP
 - e. Skin Care
 - f. PART
3. If a nurse does not have to take any of the aforementioned classes as part of her/his mandatory education, then the class would be eligible to be credited against the 15 hours.

**APPENDIX I – SIDE LETTER SICK LEAVE ACCRUALS FOR NON-BENEFITTED
RNS (CALIFORNIA FACILITIES ONLY)**

A. Current Non-benefitted Nurses Who Receive No Pay in Lieu of Benefits

Non-benefitted Nurses who as of the effective date of this Agreement are receiving no pay in lieu of benefits and are being provided Paid Sick Leave benefits consistent with CA Labor Code Sections 245-249 and/or any applicable local ordinances will be transitioned to the Sick Leave Accruals provided in paragraph C below, effective the second full pay period in January 2022. As of this date, non-benefitted Nurses who have accrued more than 48 hours of sick leave shall retain those unused accruals but shall be subject to the accrual limits in Section C, 2 below.

B. Current Non-benefitted Nurses Who Receive Pay in Lieu of Benefits

For current non-benefitted Nurses who have received payment in lieu of benefits (and have not received Paid Sick Leave benefits consistent with CA Labor Code Section 245-249 or applicable local ordinances), the Employer will provide such bargaining unit members with paid sick leave for each of the last four years (counted from July 1, 2018) during which the Nurse was employed as a non-benefitted nurse in the form of pre-loaded accruals as follows:

1. For 2018 – 6 hours
2. For 2019 – 6 hours
3. For 2020 – 6 hours
4. For 2021 – 6 hours

Such accruals will be placed in the eligible Nurse’s Sick Leave Bank no later than the second full pay period in January 2022.

Effective the second full pay period in January 2022, all non-benefitted Nurses will receive Paid Sick Leave accruals as set forth in paragraph C, below.

C. Non-benefitted Sick Leave Benefits Effective the First Full Pay Period in January 2022

1. Accrual Rate: non-benefitted bargaining unit members will begin accruing paid sick leave at the rate of one (1) hour for every 30 hours worked.
2. Limits on Accrual: A non-benefitted bargaining unit member may accrue up to a maximum of 48 hours of sick leave. Once the maximum cap is reached, the bargaining unit member will cease to accrue additional sick leave until the accrued sick leave balance drops below 48 hours, at which time the non-benefitted bargaining unit member will begin accruing sick leave again. Accrued but unused sick leave carries over from year to year, subject to these limits.

3. Limits on Leave Use: Non-benefitted bargaining unit members may use up to 24 hours of paid sick leave per year, or three (3) shifts, whichever is greater, up to a maximum of 36 hours.
 4. Permitted Use of Sick Leave: Non-benefitted bargaining unit members can use paid sick leave for any reason specified in Labor Code section 246.5. including for a family member which includes:
 - a. A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - b. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - c. A spouse
 - d. A registered domestic partner
 - e. A grandparent
 - f. A grandchild
 - g. A sibling
 5. Separation: Upon termination, resignation, retirement, or other separation from employment, non-benefitted bargaining unit members will not be compensated for any accrued unused sick leave. Accrued and unused sick leave will be reinstated to non-benefitted bargaining unit members who are rehired within one (1) year from the date of separation. The rehired non-benefitted bargaining unit member will be entitled to use the previously accrued and unused sick leave and to accrue additional sick leave, subject to the use and accrual limitations set forth above.
 6. The parties have negotiated the benefits of this Article in good faith and agree that the benefits, limitations, accruals, and substance of this Article meets the Labor Code section 245.5(a)(1) exemption.
- D. This side letter shall not apply to nurses covered by the San Francisco Paid Sick Leave Ordinance ("PSLO"). Those nurses will continue to be covered by the PSLO.

**Sequoia Hospital
Local Addendum
July 1, 2021 – June 30, 2025
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Sequoia Hospital

ARTICLE I – RECOGNITION

The Employer, Dignity Health doing business as (d/b/a) Sequoia Health Services d/b/a Sequoia Hospital – Redwood City, recognizes the California Nurses Association as the exclusive collective bargaining representative for Registered Nurses employed by the Employer in the bargaining agreement.

A. Covered Classifications

This Agreement shall cover all Registered Nurses employed by the Hospital in the following classifications:

Staff Nurse
RN Care Coordinator
Cath Lab Coordinator Clinical Nurse II
Administrative Nurse I (Charge Nurse)
Clinical Documentation Coordinator/Specialist

B. Changes in Job Descriptions of Classifications

The Hospital and the Association will meet and confer prior to the institution of any change in job description or classification covered by the Agreement.

C. New Registered Nurse Classifications

The Hospital and the Association will meet and confer regarding the terms and conditions of employment for any new Registered Nurse classification established by the Hospital, provided that such new classification is non-supervisory and is at or below the level of Clinical Specialist. Meet and confer discussions shall include consideration of the Hospital's need to be competitive with outside services comparable to those in which the classification may be assigned, whether hospital-based or free-standing. Terms and conditions of employment, which are agreed upon by the Hospital and the Association will be reduced to writing and become part of this Agreement prior to the filling of positions in such new classifications.

ARTICLE II - EMPLOYMENT CATEGORIES

A. Credit for Previous Experience

1. Registered Nurses with less than twelve (12) months of experience shall commence work at not less than Step I of the applicable wage range. Registered Nurses with a Baccalaureate degree in Nursing, if commencing work at Step I, shall advance to Step II after completion of six (6) months' service at the Hospital, with the date of advancement becoming the basis for subsequent wage step advancement.
2. Registered Nurses with twelve (12) to twenty-four (24) months of experience within the past four (4) years in the same, equivalent or higher classification shall commence work at not less than Step II of the applicable wage range.
3. Registered Nurses with over twenty-four (24) months of experience within the past four (4) years in the same, equivalent, or higher classification, or with a master's degree in Nursing and twelve (12) months' experience within the last four (4) years within the same, equivalent or higher classification, shall commence work at not less than Step III of the applicable wage range.

4. Registered Nurses with experience will be evaluated on an individual basis by the Chief Nurse Executive or designee and, in consultation with the CNA, shall be placed at the appropriate step upon hire but in no case will the step be less than those listed above.

B. Benefited Nurses

Advancement and Promotion

1. Registered Nurses shall be advanced to the next wage step of the wage range upon the Nurse's anniversary date, except for Step VII which shall be attained after 96 months of continuous employment in a classification under this Agreement and Step VIII which shall be attained after 180 months of continuous employment in a classification under this Agreement.
2. A Nurse who is promoted shall maintain the same anniversary date for wage step advancement.
3. A Nurse who is promoted shall serve a ninety (90) day probationary period (520 hours of actual work for part time Nurses) in the promotional position. Failure to successfully complete the probationary period will result in a return of the Nurse to the Nurse's former position, if available, or placement in the first available position for which the Nurse is qualified.
4. A Nurse who is promoted shall be placed in the wage step in the Nurse's new classification which will provide an increase of at least five percent (5%) above the Nurse's prior rate of pay. A nurse shall then advance thru the salary schedule according to their placement upon hire plus years of service. Promotion from Staff Nurse to Patient/Staff Development Nurse which will provide an increase of at least ten percent (10%).
5. Wage step changes shall be effective with the beginning of a pay period. The change shall be made in the pay period of which the first day is closest to the date on which the nurse is eligible for the change. (Example: If the Nurse is eligible for the change in the first half of the pay period, the change shall be effective as of the first day of the pay period. If the Nurse is eligible for the change in the second half of the pay period, the change shall be effective as of the first day of the next pay period.)

C. Part Time Nurses

1. Definition

Part time Nurses are those regularly working twenty-four (24) hours per week or more, but less than full time.

2. Eligibility for Benefits

Part time Nurses shall receive benefits on a pro-rated basis following the completion of five hundred twenty (520) hours of work.

3. Pay for Shifts Worked Over Assigned Part time Status

A part time Nurse who works an extra shift in addition to working his or her regularly scheduled shifts (e.g., a .8 employment status Nurse who works a ninth (9th) shift during a pay period) shall be paid a differential of fifteen percent (15%), based on the Nurse's base rate, for all hours

worked on such extra shift unless such extra shift qualifies for an overtime premium in which case the overtime rate shall be paid based on the Nurse's base rate of pay.

D. Per Diem Nurses

1. Definition

A Per Diem Nurse is scheduled on an irregular basis. Work assignments generally involve coverage for the absences of part time and fulltime staff due to PTO/ESL use, leaves of absence and unexpected scheduling events. Per Diem Nurses may also be assigned to supplement the regular part time and fulltime staff when activity levels require additional nurses above core staffing levels.

2. Availability

A Per Diem Nurse is required to provide notice of availability for a minimum of four (4) shifts for each four-week scheduling period, of which two (2) shall be weekend shifts. Such notice shall be given at least eight (8) weeks in advance of the applicable four (4) week scheduling period. In addition, a Per Diem Nurse is required to provide notice of availability to work on Christmas (12/24 11-7 shift, or 12/25 7-3 and 3-11 shifts) every other year and New Year's Day (12/31 11-7; or 1/1 7-3 or 3-11 shift) on alternate years (e.g., Christmas on even-numbered years and New Year's Day on odd-numbered years, or vice-versa). A Per Diem Nurse may be required to work either of the above holidays, during any calendar year, but not both.

3. Wage Rates

- a. Pay Rate: Per Diem Nurses shall be paid according to the Per Diem Hourly Wage Rate Schedule set forth in Article V of this Agreement and shall not be eligible for benefits. The Schedule shall provide for hourly wage rates which are twenty percent (20%) above the equivalent Staff Nurse step.
- b. Step Placement; Nurses Employed on or after November 1, 1994; Per Diem Nurses employed on or after November 1, 1994; shall be given credit for previous experience for placement on the Per Diem Step Schedule, as provided by Article II. Section A.

4. Advancement

- a. Prior to July 1, 2003, Per Diem Nurses shall advance to the next, and each subsequent step of the schedule after each 2080 hours of work in a classification under this agreement, except that advancement to Step VII shall occur after 16,640 hours of work in a classification under this Agreement and advancement to Step VIII shall occur after 31,200 hours of work in a classification under this Agreement.
- b. After July 1, 2003, Per Diem Nurses shall advance to the next, and each subsequent step of the schedule after each 1660 hours of work in a classification under this Agreement, except that advancement to Step VII shall occur after 13,280 hours of work in a classification under this Agreement and advancement to Step VIII shall occur after 24,900 hours of work in a classification under this Agreement.

5. Scheduling

a. Addition to Work Schedule

Per Diem Nurses shall be added to Unit of Department's work schedule after fulltime and part time Nurses are assigned.

b. Weekend Work

In lieu of the weekend work requirement set forth in Article VI Section J.1., a Per Diem Nurse may be required to work a minimum of four (4) shifts during each four (4) week scheduling period, of which two (2) may be weekend shifts.

c. Notice of Unavailability

A Per Diem Nurse may designate up to four (4) pay periods per calendar year during which the Per Diem Nurse will be unavailable for assignment. Such notice of unavailability shall be given at least eight (8) weeks in advance of the applicable pay period.

d. Inactive Status

Per Diem Nurses may request to be placed on inactive status for a period not to exceed nine (9) months for the purpose of maternity, adoption, illness, education or other reasons. To be eligible for placement in such inactive status, the Per Diem Nurse must have been employed for a minimum of five hundred twenty (520) hours and have indicated an intention to return to duty at the end of the inactive status period.

e. Additional Shifts

Nothing in the Article shall restrict the Hospital from requesting that a Per Diem Nurse work shifts other than, or in addition to, the minimum requirements stated above. However, a failure of a Per Diem Nurse to accept such other or additional assignment shall be without penalty.

E. Employment Status or Transfers

1. Full time or Part time to Per Diem

- a. Cash out benefits
- b. Count total hours worked in full time or part time status to determine appropriate wage step.
- c. Movement to next wage step upon completion of applicable hours.

2. Full time to Part time / Part time to Full time

- a. Stay in same wage step.
- b. No change in anniversary date for tenure and benefits.

c. Carry over benefits accumulated at date of transfer.

3. Per Diem to Full time of Part time

- a. Apply the provisions of Article II Section A Credit for Previous Experience for work performed prior to employment at Sequoia Health Services.
- b. Add total hours worked in per diem and any other employment status at the Hospital (1660) hours equaling one year. See Per Diem Seniority Language.
- c. Combination of a. and b. will determine appropriate wage step.
- d. Total hours worked in per diem and any other employment status at the hospital will count towards fulfillment of any benefit waiting periods.
- e. Movement to next wage step will be governed by the date of transfer.

F. Change in Status Based on Educational Requirements

- 1. Nurses employed on or before May 1, 1976 shall not be subject to removal from position held on such date for the reason of additional baccalaureate or master's degree requirements which may be established for their positions.
- 2. This section shall in no way limit or restrict the Hospital from implementing additional training and or educational requirements, other than baccalaureate or master's degree requirements related to accreditation standards and/or changes in procedures or operations.

ARTICLE III – EVALUATIONS

- 1. Registered Nurses shall receive performance evaluations prior to the conclusion of the probationary period, after one (1) year of employment and annually thereafter.
- 2. Additional evaluations may be initiated to assist in the improvement of the Nurse's performance.
- 3. On units where administrative nurses assist in the evaluation process, the administrative nurse shall provide written input in accordance with the unit's performance feedback process, but evaluations shall be written, signed and delivered to nurses by the nurse manager or CNE.

ARTICLE IV – POSITION POSTING AND FILLING OF VACANCIES

A. Posting

- 1. Newly Created Positions

All newly created registered Nurse positions covered by this agreement shall be posted for seven (7) days on the online jobs portal.

- 2. Existing Position Vacancies

All existing Registered Nurses positions for which the Hospital is recruiting shall be posted for seven (7) days on the online jobs portal unless patient care requires less posting time before the vacancy must be filled. Temporary vacancies need not be posted under this provision unless the temporary vacancy is expected to be filled for more than thirty (30) days.

3. Contents of Notice

Each position posted on the online jobs portal shall be accompanied by a job description, educational requirements and special requirements. Copies of position notices may be reviewed in the Employee Relations Office during normal business hours.

4. Procedure for Hours Changes Not Requiring Posting

Nurses may request a permanent change in scheduled hours which may be made without posting provided that all of the following conditions are met:

- a) The hours change will not affect the Nurse's shift, unit assignment, or classification.
- b) The hours change does not involve a transfer from full time or part time to per diem, or vice versa.
- c) The Nurse has been in his/her position for a minimum of six (6) calendar months.

Requests for change in hours, which meet all of the above conditions, will be reviewed by the Chief Nurse Executive or designee. An effort will be made to grant such requests provided that, in the view of the Chief Nurse Executive or designee, the change in hours can be accommodated in the unit(s) staffing schedule and will not have an adverse effect of the quality of patient care.

Any or all of the conditions listed in subsections a., b., and c. above may be waived through mutual agreement of the Hospital and the Association.

B. Notification

- 1. Nurses not selected for a position shall be notified, in writing, prior to the announcement of the candidate selected.
- 2. When a Nurse is accepted for another position, he/she will be transferred or promoted to that position within a forty- five (45) day period, following the date of selection. The forty-five (45) day period may be extended by mutual agreement between the Nurse and the Nurse Manager of the unit from which the Nurse is transferring.

C. Promotion From Within

It shall be the policy of the Hospital, whenever possible, to fill more desirable and/or promotional positions from personnel within the Hospital, qualifications being approximately equal.

D. Preference in Filling Vacancies

- 1. All Nurses employed by the Hospital may apply for existing current vacancies or newly created positions, provided they have been in their current position for at least six (6) months and

shall be given preference in filling such vacancies on a seniority basis (as determined by application of Article XI Seniority) provided qualifications are approximately equal and approval of application will not adversely affect nursing care. It is the intention of this provision that the best qualified Nurses be appointed. The Chief Nurse Executive or designee shall have the responsibility of determining the qualifications of applicants for positions in their respective areas.

2. Nurses may request a waiver of the six (6) month eligibility provision to bid on another position. Such a request will not be unreasonably denied.

E. Notice of Position Not Filled

Nurses who have been in their current position for at least six (6) months and apply for a posted vacancy more than seven (7) days after the vacancy was initially posted will be given equal consideration with outside applicants.

ARTICLE V - COMPENSATION, PREMIUMS AND DIFFERENTIALS

A. Rates of Pay

The minimum hourly rates of pay are set forth below. The rates of pay have been increased as set forth in the Master Agreement.

B. Computation of Wages

Please see section "Wages & Wage Grids" at the end of this contract.

C. Holidays Recognized

The following holidays are recognized: New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and the Nurse's Birthday. The holidays set forth herein shall be observed on the dates set forth in the Federal Uniform Monday Holiday Law.

D. Premium Pay for Holidays Worked

Full time and part time Nurses required to work on any of the above holidays will be paid at time and one-half (1 ½) the Nurse's base rate for all such hours worked. In addition to the time and one-half (1 ½) pay, full time and part time Nurses may elect to claim an equivalent number of hours to those actually worked of accrued PTO to be paid at the Nurse's base rate, plus shift differential if applicable.

Per Diem Nurses required to work on any of the above recognized holidays will receive two and one-half (2 ½) times the Nurse's base rate for hours worked on such recognized holidays.

Holiday pay will be paid for all shifts ending on the holiday. All shifts shall receive holiday pay for entire shift including eight (8), ten (10), or twelve (12) hours.

Nurses must request time off for their birthday holiday not less than twenty-eight (28) days prior to their birthday to be eligible for holiday pay in the event that such time off cannot be scheduled.

E. Shift Differential

1. Evening Shift

Shift differential equal to ten percent (10%) of the Staff Nurse Step III rate shall, be paid to all Nurses, including part time and per diem, for each evening shift worked.

2. Night Shift

Effective on March 6, 1997, shift differential equal to nineteen percent (19%) of the staff Nurse Step III rate shall be paid to all Nurses, including part time and per diem, for each night shift worked.

Effective on November 1, 1997, shift differential equal to eighteen percent (18%) of the Staff Nurse Step III rate shall be paid to all Nurses, including part time and per diem, for each night shift worked.

Effective on May 1, 1998 shift differential equal to seventeen and a half percent (17.5%) of the Staff Nurse Step III rate shall be paid to all Nurses, including part time and per diem, for each night shift worked.

3. Shift Differential Periods

The day shift is defined as 0700-1500 hours. The evening shift is defined as 1500-2300 hours. The night shift is defined as 2300-0700 hours. The applicable shift differential rate shall be paid to nurses for all hours worked in a shift differential period provided that the Nurse works in excess of two (2) hours in the shift differential period.

4. Exclusion from Overtime Computation

Shift differential shall not be included for the purpose of computing overtime or double time pay but, if applicable, shall be added after any such computation.

5. Charge Nurse Relief Pay

In the absence of a Charge Nurse, a relief Charge Nurse shall be designated for each unit and on each shift. Any Nurse designated as relief Charge Nurse, for four (4) or more hours per shift, shall receive a differential of two dollars (\$2.00) per hour in addition to the Nurse's base rate.

6. Preceptor Differential

A preceptor is a Nurse appointed and responsible for precepting another hospital employee such as a newly graduated Registered Nurse, a Nurse transferring from another hospital specialty and/or Paramedics. This section does not apply to nurses training student nurses, agency staff and cross training to further develop a nurses' single skill set, (example: ICU nurses learning heart surgery). The preceptorship differential will be based on the existing unit's program with specific time lines which shall include written objective and measurable goals. All documents are to be provided to the Nurse Manager/designee at the end of the preceptor period. The Nurse shall be paid a premium of \$2.50 (two dollars and fifty cents) per hour for all hours worked as a

preceptor.

F. Clinical Nurse Classifications

Nurses promoted to Clinical Nurse shall be placed at the same wage step as the Nurse's former classification and shall retain the same anniversary date for wage step progression.

G. Clinical Resource Nurse

Nurses promoted to Clinical Resource Nurse shall receive an hourly differential equal to \$75.00 per month pro-rated for part time Nurse, for all hours worked in the Clinical Resource Nurse assignment.

H. Cath Lab Coordinator

A Cath Lab Coordinator shall be designated for each shift during which the Cath Las(s) is in operation. The Cath Lab Coordinator shall have the responsibility for coordinating all activities of the Cath, EP and Special labs. In addition, the Cath Lab Coordinator will coordinate the activities of such labs with all other Hospital department.

I. RN Case Manager Salary Adjustments

Effective November 1, 1998 the parties agree that the current salary ranges for Nurses working as Case Managers shall be "grandfathered". For all Nurses hired or working as RN Case Managers on or after November 1, 1998 the salary rate shall be at the Clinical Nurse II salary range. For Nurses working as RN Case Managers at wage rates less than Clinical Nurse II rates, such Nurses' salaries will be adjusted to the appropriate step of the Clinical Nurse II salary range. For Nurses hired as RN Case Managers prior to November 1, 1998 at wage rates above the Clinical Nurse II wage rates, such Nurses shall have their salaries "grandfathered".

ARTICLE VI - HOURS OF WORK AND OVERTIME

A. Shifts of Less than Eight (8) Hours

Shifts of less than eight (8) hours may be established by the Hospital. Nurses working such shifts shall be paid at the Nurse's base rate plus any applicable shift differential, for all hours worked. Nurses working such shifts shall be eligible for one (1) rest period per shift of fifteen (15) minutes. Nurses working such shifts of five (5) hours or more may be scheduled for a one-half (1/2) hour meal period on the Nurse's own time. Overtime for such shifts will be paid according to Section D of this Article.

B. Standard Eight (8) Hour Shifts

The standard shift shall be eight (8) hours worked within an eight and one-half (8 ½) hour period. Nurses working an eight (8) hour shift shall be eligible for two (2) rest periods per shift of fifteen (15) minutes each, plus a one-half (1/2) hour meal period on the Nurse's own time. Overtime for such shifts will be paid according to Section D of this Article.

C. Shifts in Excess of Eight (8) Hours

Shifts in excess of eight (8) hours, but not more than twelve (12) hours, may be established by the

Hospital. Nurses working such shifts shall be paid at the Nurse's base rate, plus any applicable shift differential, for all hours worked. Nurses working shifts in excess of eight (8), but less than (10) hours shall be eligible for two (2) rest periods per shift of fifteen (15) minutes each, plus a one-half (1/2) hour meal period on the Nurse's own time. Nurses working shifts of ten (10) hours or more shall be eligible for fifteen minutes of rest for each 4 hours of work without deduction in pay, plus a one-half (1/2) hour meal period on the Nurse's own time. Overtime for shifts in excess of eight (8) hours shall be paid according to Section D of this Article.

D. Overtime

Work authorized in accordance with Hospital policy in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of time and one-half (1 ½) the Nurse's base rate. For the purposes of this Article, a "day" is defined as a twenty-four (24) hour period commencing at midnight and a "week" is defined as seven consecutive days commencing at midnight on Saturday.

Work authorized in accordance with Hospital policy in excess of twelve (12) hours per day shall be compensated at the rate of two (2) times the Nurse's base rate. For Nurses working shifts of less than eight (8) hours, work on the sixth (6th) or seventh (7th) consecutive day shall be paid at the rate of time and one-half (1 ½) the Nurse's base rate.

E. Overtime for Shifts in Excess of Eight (8) Hours

For shifts in excess of eight (8) hours, overtime shall be paid at the rate of time and one-half (1 ½) for work authorized in accordance with Hospital policy in excess of the scheduled hours for the shift or for work in excess of forty (40) hours per week.

For Nurses working such shifts, work authorized in accordance with Hospital policy in excess of twelve (12) hours per day shall be compensated at the rate of two (2) times the Nurse's base rate.

F. Double Shifts

Nurses working a double shift, defined as the second of two (2) consecutive shifts, shall be paid at the rate of two (2) times the Nurse's base rate for the second shift. If less than eight (8) hours are worked on either shift, except if less than eight (8) hours are worked due to overlapping shifts, this Section shall not apply.

G. Standby

Nurses scheduled for standby duty shall receive one-half (1/2) of his/her base hourly rate for all hours on such standby duty. A Nurse called to work while on standby duty shall receive, in addition to the one-half (1/2) time pay for being standby, one and one-half (1 ½) time pay for the time actually worked, thereby providing double (2) time pay for the time actually worked, plus any applicable shift differential, however, this pyramiding of standby pay on callback pay shall sunset on June 30, 2014.

If the Nurse is required to work overtime and such overtime work extends into a period for which the Nurse was previously scheduled to be on standby duty, the pay for such hours worked shall be at the double time rate (2 time rate). This latter provision is a specific and limited exception to the provisions of Section D of this Article.

H. Rest Between Shifts

Each Regular Nurse shall have an unbroken rest period of at least fourteen (14) hours between shifts, and of at least fifty-five (55) hours between shifts when the Nurse is off on a Weekend or two consecutive days off, and at least thirty-one (31) hours between shifts when the Nurse is off on a holiday or a single day off. All hours worked within the above rest periods shall be paid at the rate of time and one-half (1 ½). This provision may be waived on the request of the individual Nurse and with the agreement of the Manager. Hours for which premium pay is paid shall count as rest periods for the purposes of this paragraph.

I. Short Hour Notice

Any full time or part time Nurse called into work on the Nurse's scheduled day off, without at least sixteen (16) hours' notice, shall be compensated at the rate of one and one-half (1 ½) times the Nurse's base rate for hours worked on such scheduled day off.

J. Weekend Work

1. Nurses shall be scheduled for at least two (2) of every four (4) weekends off during each four (4) weeks of work, except that Nurses with twenty-five (25) years of service in a classification under this Agreement shall not be required to work more than one (1) weekend during any four (4) week scheduling period.
2. Upon Hospital approval, Nurses may move from an every other weekend off schedule to one which provides for two (2) weekends off followed by two (2) weekends on, provided that such change does not result in premium pay for either the Nurse requesting the revised schedule or any Nurses whose schedule might be affected by the change. [This provision allows Nurses to exchange weekends off, with Hospital approval; such exchanges being considered a waiver of the premium pay provisions of this Section.]
3. Nurses who work in excess of their minimum weekend requirement shall receive pay at a rate of time and one-half (1 ½) for such weekend shifts worked which exceed the two (2) weekends out of four (4) required or the one (1) weekend during any four (4) week scheduling period required of Nurses with twenty-five (25) or more years of services in a classification under this Agreement.
4. If a Nurse works a single weekend day and the effect of such work is to disallow two (2) weekends off during a four (4) week scheduling period, the premium pay shall be paid for the single weekend day only.
5. Nurses exchanging weekends shall waive the premium, except where such exchange is to provide coverage for PTO requested by one of the Nurses which could not otherwise be granted. Such exception shall apply only in cases where the total time off of the requesting Nurse is seven (7) days or more.
6. A weekend is defined, for purposes of this Section, as Friday and Saturday for the night shift, whether eight (8) or twelve (12) hour shifts. Weekend shifts are defined as Saturday and Sunday for eight (8) or twelve (12) hour day shift and PM shifts. A weekend is defined as Saturday and Sunday for ten (10) and twelve (12) hour day shifts.

7. A Nurse shall be paid a wage premium equal to five percent (5%) of the Nurse's base wage rate for all straight-time hours worked on a weekend. This subsection shall not apply to any hours for which the Nurse is receiving any other wage premium or overtime rate.

K. Work Schedules

The Hospital shall post work schedules three (3) weeks in advance on all units.

Established schedules may be amended by mutual agreement between the individual Nurse and the Hospital. However, in emergency situations, the Charge Nurse, Chief Nurse Executive or Designee may be required to make immediate schedule changes. Such changes, where possible, shall be made with the mutual agreement of the Nurses involved. Emergency is herein defined to be a staffing situation in which patient care is jeopardized.

L. Waiver of Premium Pay

Any agreement between the Hospital and an individual Nurse to waive premium pay shall be in writing and a copy shall be retained by the Hospital. Any such waiver shall indicate the specific type of premium pay that is waived, and the period the waiver covers. No such waiver shall be valid unless it has a stated expiration date which shall be no later than the expiration date of this Agreement.

M. Waiver of Premium Pay

Through mutual written agreement, the overtime provisions of this Article may be waived by an individual Nurse and the Hospital.

N. Pyramiding

There shall be no pyramiding of overtime (i.e., for which an overtime rate is paid shall not be counted for the purposes of determining overtime eligibility for any other hours).

O. Assignment

New graduates shall not be assigned to ICU or CSU on an ongoing basis for training until the completion of six

(6) months of service; provided, however, that if a new graduate's training and/or experience are deemed sufficient for such assignment by the Chief Nurse Executive or designee, after consultation with the Charge Nurse of the affected Department, the new graduate may be assigned to any of the above departments without restriction. In any event, in cases of acute staff shortage, new graduates with less than six (6) months of training and/or experience may be assigned on a daily basis to the above units for training or float assignments as determined by the CNE or designee.

ARTICLE VII - TWELVE-HOUR SHIFTS

A. Establishment of 12-Hour Shifts

The hospital may establish twelve (12) hour shifts, or convert any eight (8) hour positions in any unit or department, provided an agreement is reached with the Association. The Association's agreement shall not be unreasonably withheld.

B. Rate of Pay

Nurses working twelve (12) hour shifts shall receive straight-time pay, plus any applicable differential, for all hours worked.

For the purposes of this Section only, education leave, jury duty and bereavement leave hours paid shall be considered to be "hours worked". In addition, Nurses whose shift is reduced pursuant to Article XII, Section 7 subsection 2, shall have any hours reduced counted as "hours worked" for the purposes of this Section only.

C. Overtime and Hours of Work

1. Nurses shall work twelve (12) hours within a twelve and one-half (12 ½) hour period.
2. 12-hour shift Nurses shall be entitled fifteen minutes of rest per four hours of work without deduction in pay, plus a one-half (1/2) hour meal period on the Nurse's own time.
3. Work authorized in accordance with Hospital policy in excess of twelve (12) hours per pay shall be compensated at the rate of two (2) times the Nurse's base rate.

D. Consecutive Days Off

Each 12-hour shift Nurse will receive at least two (2) consecutive days off each week.

E. Other Pay Practices

1. Paid Time Off
PTO will be paid for all hours for which the Nurse would have been otherwise scheduled (e.g., 12 hours of PTO if PTO is taken in lieu of a full 12-hour scheduled shift), provided that sufficient PTO has been accrued by the Nurse.
2. Education Leave:
Released time may, at the option of the Nurse, be provided on the basis of either twelve (12) hours or eight (8) hours plus four (4) hours PTO provided that the continuing education credit earned in one (1) day is six (6) hours or more and the Nurse has such time remaining in his or her continuing education released time account. Nurses attending continuing education courses on a day off may opt to draw released time on the basis of either twelve (12) hours or eight (8) hours of paid time.
3. Jury Duty Pay:
Nurses required to participate in jury duty shall be relieved of his or her hospital duties during the time he or she is so serving and, if such service requires that the Nurse be relieved of his or her full twelve (12) hour shift, such Nurses shall be paid for the full twelve (12) hours of such shift.
4. Holiday Pay:
12-hour shift Nurses working on any recognized holiday shall receive pay at time and one-half (1 ½) the Nurse's rate for all such hours worked. In addition, the Nurse may elect to claim ~~and~~ an equivalent number of hours to those actually worked of accrued PTO to be paid at the Nurse's

base rate.

5. **Administrative Duty:**

Nurses assigned to administrative duty shall be relieved of his or her hospital duties during the time he or she is on such administrative duty and, if such duty requires that the Nurse be relieved of his or her full twelve (12) hour shift, such Nurse shall be paid for the full twelve (12) hours of such shift.

F. Quarterly Meetings

Quarterly Meetings between the division Director of any Unit Department and the nursing staff of that Unit or Department may be held at the request of either the Director of the staff to discuss the following:

1. Review of 12-hour shift scheduling patterns
2. Flexible scheduling
3. Shift starting times

G. A Nurse may, after six (6) months in a regular 12-hour shift position, make a written request to be released from his or her twelve (12) hour shift position. Such Nurse will be offered any available shifts on the Nurse's Unit which have been posted within a forty-five (45) day period following the date of the written request or which have been posted and are unfilled – as of the date of the written request.

H. The provisions of this Article shall be controlling in the event such terms conflict with any other provision of this Agreement. To the extent that this Article is not inclusive of all terms and conditions relating to Nurses in 12- hour shift positions, the remaining terms and conditions relating to Nurses in 12-hour shift positions, the remaining terms of this Agreement shall prevail unless in conflict with the express terms of this Article.

ARTICLE VIII - BENEFITS

A. Paid Time Off (PTO) Program

1. **General Concept**

The PTO plan combines sick leave, vacation and holidays into one account of paid time off. PTO may be used for vacation, holidays, illness, family emergencies, religious observances, preventive health or dental care, personal business or other excused elective absences (except continuing education release time, bereavement leave and jury duty, which will be paid in addition to PTO). PTO must be scheduled with the employee's immediate supervisor, in advance, except in the case of illness or family emergency.

2. **Eligibility**

- a. PTO will be provided for all full time and part time (benefit) Nurses.
- b. PTO will begin to accrue with the first day of benefit employment.

3. **PTO Accrual Schedule**

<u>Length of Service</u>	<u>Total PTO Hours/Year</u>	<u>PTO Hours Accrued Per</u>
0 – 12 months	208	8.00
13 – 24 months	256	9.85
25 – 144 months	304	11.69
145 months & above	344	13.23

Part time Nurses will accrue PTO on a pro rata bases.

A maximum of four hundred and fifty (450) hours may be accumulated in a Nurse’s PTO account. Effective June 30, 1999 the maximum accrual will be four hundred (400) hours.

A Nurse will not accrue beyond his/her limit/cap unless her/his Nurse Manager denies a request for PTO. In the event that a PTO request is denied and a Nurse accrues beyond her/his cap, those hours will be paid out at the end of the calendar year at the Nurse’s then hourly rate of pay.

4. Use of PTO

- a. PTO may be used for vacation, holidays, illness, family emergencies, preventative health or dental care, personal business, or other excused absence.
- b. PTO will be paid at the employee’s hourly base rate, plus shift differential for those Nurses regularly assigned to the evening shift or night shift.
- c. PTO may be used as it is earned.
- d. With the exception of illness or emergency, PTO must be scheduled, in advance, with the Nurse’s immediate supervisor.
- e. PTO shall be used for all time off, except that which is required to reduce staffing levels due to decreased workload which may be unpaid or PTO, at the Nurse’s option, with prior approval of the Nurse’s supervisor. PTO will be paid for all hours for which the Nurse would have been otherwise scheduled.
- f. A request for PTO shall not be denied because of the season of the year.

5. Redemption of PTO

Upon termination, or transfer to non-benefit status, one hundred percent (100%) of the Nurse’s PTO balance will be cashed out to the Nurse. The payoff rate will be the Nurse’s current base rate, plus shift differential if the Nurse has been assigned to the evening or night shift for the preceding ninety (90) days.

6. Emergency Payment of PTO

Special requests of payment of PTO in lieu of actual time off must be approved by both the department manager and human resources manager in accordance with Internal Revenue Services (IRS) guidelines as follows:

Approval will be granted only if the request is accompanied by a statement by the Nurse that the payment is necessary in order to preclude the loss of a principal residence through foreclosure or eviction, or as a result of extreme financial hardship for the provision of immediate medical care for the Nurse or a member of his/her immediate family. Payment in lieu of PTO may not exceed a maximum of one hundred sixty (160) hours per calendar year, and, in any event, will not be provided in advance of the time it is accrued.

B. Extended Sick Leave Account (ESL)

1. Nurses will also earn forty (40) hours of Extended Sick Leave (ESL) per year, prorated for part time Nurses, or 1.54 hours per pay period. These hours will be placed in an ESL account and may be used if the following requirements are met:
 - (a) Qualification for SDI or Worker’s Compensation benefits, and
 - (b) Completion of the first three (3) months of employment (520 hours for part time Nurses).
2. ESL may be used to supplement SDI or Worker’s Compensation benefits during an extended illness or injury period.
3. ESL will be used in place of PTO, at such time as the Nurse qualifies for SDI or Worker’s Compensation benefits; however, PTO may be used when ESL has been exhausted.
4. A maximum of seven hundred and twenty (720) hours may be accrued in the ESL account. Nurses who were employed on November 1, 1996, and who had ESL balances in excess of 720 hours, shall retain such balances but shall not accrue additional ESL hours until their balance is less than 720 hours, and thereafter their maximum accrual shall be seven hundred and twenty (720) hours.
5. Sick leave hours converted to ESL on January 1, 1983, if unused as ESL, will be paid off at 30% of base pay at the time of termination. [This is a special provision for these ESL hours only – other ESL hours accrued after January 1, 1983, cannot be cashed out, except as provided below.]

Nurses who were employed on November 1, 1996, terminating employment after the completion of twenty (20) years of service, or those vested in the Hospital Pension Plan and voluntarily terminating employment at age 55 or over will be paid for all unused ESL hours, including those accrued after January 1, 1983, at a rate equal to fifty percent (50%) of base pay.

Except as provided above, ESL may not be cashed out or converted to PTO.

6. ESL will be paid at the Nurse’s hourly base rate, plus shift differential if the Nurse has been assigned to the evening or night shift for the preceding ninety (90) days.

ARTICLE IX - LEAVE OF ABSENCE

A. Procedure

1. A leave of Absence Request form shall be completed by the Nurse requesting a leave and shall be delivered to the Employee Benefits Office. The request will be forwarded by the Employee

Benefits Office to the Chief Nurse Executive or designee.

Requests for Personal and Education Leaves of Absence will also be reviewed by a Leave of Absence Committee which will make recommendations to the appropriate Manager or Director regarding the requests received. The Leave of Absence Committee will consist of (2) members appointed by the Professional

Performance Committee and two (2) members appointed by Nursing Administration, one of whom shall be a Chief Nurse Executive designee. The Leave of Absence Committee shall meet, as deemed necessary by the Chairperson, to consider and make recommendations regarding requests received. It is preferable to have a request submitted two (2) months prior to the beginning date of the requested leave to allow the Committee adequate time to process the request.

Policies and procedures governing leaves of absence shall be available through a pamphlet distributed by the Human Resources Department.

2. A Nurse will be required to exhaust all accrued PTO prior to beginning a leave of absence unless such Nurse has provided prior written notification to the Payroll Department that the Nurses desire to retain a PTO balance in his or her account. In no event, however, shall such balance be maintained in excess of eighty hours.

B. Criteria for Use in Considering Leaves

The following guidelines will be used by the Leave of Absence Committee in considering requests for leaves:

1. Maternity Leaves of Absence

Leaves of up to nine (9) months' duration, including PTO and ESL, may be granted for the purposes of childbirth and for the care of the Nurse's newborn baby, provided that the Nurse has been employed for at least three (3) months, or five hundred twenty (520) hours in the case of a part time Nurse, and has indicated an intention to return to duty at the end of the leave period.

Medical, dental and life insurance premiums for the Nurse only will be paid by the Hospital, in the same manner as provided prior to the leave, for the duration of any disability period due to maternity which occurs during the leave, to a maximum of six (6) months. Any dependent coverage shall be the responsibility of the Nurse.

2. Adoption Leaves of Absence

Leaves of up to nine (9) months' duration, including PTO and ESL, may be granted for the purposes of child adoption, provided that the Nurse has been employed for at least three (3) months, or five hundred twenty (520) hours in the case of a part time Nurse, and has indicated an intention to return to duty at the end of the leave period.

3. Paid Leaves

A leave of absence under paragraphs 1 and 2 above may extend beyond nine (9) months if the leave commences as a paid leave and the Nurse continues on paid leave for an unbroken period exceeding nine (9) months.

4. Personal Leaves of Absence

Leaves may be granted for reasons other than those listed above, including but not limited to care of a Nurse's newborn baby, for a period not to exceed six (6) months. Such leaves may be granted if the quality of patient care is not jeopardized. Such leaves shall not be unreasonably denied and may be extended upon the request of the Nurse with the approval of the Chief Nurse Executive or designee.

5. Education Leaves of Absence

Unpaid leaves of up to two (2) semesters (or three (3) quarters) may be granted for job-related or degree-related educational reasons, provided that the Nurse has been employed for at least five (5) years and has indicated an intention to return to duty at the end of the leave period.

6. Professional Leave

Leave with pay of up to five (5) days shall be granted to elected delegates to attend CNA, ANA, AACN, EDNA, AORN, NACOG, AWHONN, and other professional association conventions with the approval of the appropriate Chief Nurse Executive, or designee, provided that staffing is adequate to permit the release from duty of the elected delegate. Said delegate shall request such leave no later than four (4) weeks prior to the date the released time is to commence.

7. Short Term or Emergency Leaves

Leaves of up to two (2) weeks may be granted in emergency or urgent circumstances. Since this leave is for use only in circumstances of an urgent nature, the Chief Nurse Executive or designee will retain jurisdiction in granting this type of leave.

At the time the leave is granted, an expected date of return will be stipulated. Any extension must be requested by the Nurse, stating the reasons for such extension, in writing. Failure to return on the stipulated date or alternative date approved by the Chief Nurse Executive or designee may be cause for termination.

To be eligible for such leave, the Nurse must have been employed for at least three (3) months, or five hundred twenty (520) hours in the case of a part time Nurse, and have indicated an intention to return to duty at the end of the leave period.

8. Family Care Leave

A Family Care Leave of Absence will be granted to Nurses, pursuant to State and Federal Requirements in effect at the time the leave is requested and granted. Family Care leave will be coordinated with other applicable Hospital benefit and leave policies. To the extent required by law, the Hospital will continue to pay its portion of the Nurse's (including dependents) health insurance

premiums for the duration of the leave.

A Nurse may not request a Family Care Leave of Absence to extend either a Personal Leave or Maternity Leave unless warranted by a change in personal circumstances.

To be eligible for a Family Care Leave of Absence, a Nurse must have been employed by the Hospital for at least twelve (12) months and worked at least twelve hundred and fifty (1250) hours during the weeks during a rolling twelve (12) month period for one or more of the following reasons:

To care for a newborn, adopted or foster child within one (1) year of the date of birth or placement of the child. To care for a child, spouse or parent with a serious health condition, and prenatal care.

A written request for Family Care Leave must be submitted to Employee Benefits prior to such leave. In the event that the Family Care Leave relates to a serious health condition, a health care provider's certification of such condition must be included with the leave request.

ESL may only be used in conjunction with the Nurse's own disability and will be integrated with State Disability or Workers' Compensation benefits.

Nurses must use PTO before taking time off without pay, as provided in Article IX, Section A.2.

9. Workers Compensation Leave of Absence

During each New Hire Orientation the Hospital will provide written information regarding Workers' Compensation policies and procedures as provided by California State law. As provided under the law, Nurses shall be advised that if they have not pre-designated a physician before a work-related injury or illness they can switch to their own physician after the Hospital's medical control expires. This can range from thirty (30) days to up to a year after reporting the illness or injury.

A Nurse's seniority shall continue to accrue while on a Worker's Compensation leave of absence.

The Hospital will continue coverage of a Nurse disabled from working as a result of a work-related injury or illness as determined by the Worker's Compensation Appeals Board during such disability up to a maximum of twelve (12) months, or until such time that the Nurse is medically classified as permanent and stationary, and deemed unable to return to her/his former position, whichever period is longer.

10. Insurance Premiums

Except as specifically provided in 1 through 9 above, the payment of all insurance premiums during any leave period shall be the sole responsibility of the Nurse.

Failure to pay such premiums by the fifteenth (15th) of the month for which the premium is due shall result in cancellation of the insurance and the Nurse will be subject, upon return to work, to applicable waiting periods before the insurance coverage is reinstated.

C. Return from Leave of Absence

1. When a Nurse returns from a leave of absence, in compliance with the approved terms of the leave, such Nurse shall be returned to the same classification, position, unit and shift he/she held prior to the commencement of the leave.
2. When, after exhausting all reasonable means, the Hospital is unable to fill temporarily the position vacated by a Nurse on a leave of absence, the Hospital shall notify the Nurse on leave and inform him/her that the position is to be filled on a regular basis.
3. If the Nurse on leave is able, at that time, to return, he/she shall return as outlined in 1 above.
4. If the Nurse is unable to return, the Hospital shall fill the position with a regular replacement.
5. A Nurse who returns from leave and whose position has been filled on a regular basis will be eligible to bid into the first available opening for which the Nurse is qualified. After six (6) months in the new position, the Nurse will be given preference in filling his or her former position, if such should be posted, for a period of one (1) year, provided the Nurse requests transfer to such position when it is posted.
6. A Nurse who vacated a regular position to fill a temporary position, as outlined above, may return to his or her prior position if it is available. If the prior position is not available, the Nurse will be eligible to bid into the first available opening for which he or she is qualified. After six (6) months in the new position, the Nurse will be given preference for a period of one (1) year in filling his or her former position, if such should be posted, provided the Nurse requests transfer to such position when it is posted.

ARTICLE X - CONTINUING EDUCATION TIME (CET)/TUITION REIMBURSEMENT

A. Sequoia Local Language CE Time and Tuition Reimbursement

1. Up to sixty-four (64) hours per year of paid continuing education released time and three thousand (\$3000) for reimbursement of registration fees, tuition expenses and required textbooks shall be granted to full time Nurses (prorated for part time Nurses per the schedule below), upon approval of the Administrative Nurse, Chief Nurse Executive or designee. Continuing education released time requested and not granted may be added to the Nurse's released time available for the following year.

<u>Scheduled Hours</u>	<u>Released Time</u>	<u>Reimbursement</u>
36 hours per week	57.6 hours	\$2700
32 hours per week	51.2 hours	\$2400
30 hours per week	48.0 hours	\$2250
28 hours per week	44.8 hours	\$2100
24 hours per week	38.4 hours	\$1800

Nurses employed in benefit status on or before July 1st each year shall be eligible for the full benefit of released time and reimbursement according to their employment status. Nurses hired after July 1st of each year, and those transferring to benefit status after July 1st, shall be eligible for a pro rata amount during their first fiscal year of benefit employment. [The fiscal year, for the purposes of this section, is July 1st to June 30th of each year of the Agreement.]

Eligible fees for tuition reimbursement shall include registration fees, tuition expenses, student fees, lab fees and required textbooks.

If eligible Nurse is denied educational leave in a particular year and is unable to use all available leave, the Nurse may carry over that portion of unused and denied leave to the following year. In no event may a Nurse have an educational leave balance of more than twice his/her annual account.

Accrual of CE Time and Tuition Reimbursement will be subject to local agreements.

Nurses shall be eligible for continuing education release time and tuition reimbursement benefits upon the completion of the probationary period. Release time may be granted from scheduled work or in compensation for time spent by the nurse in continuing education courses on off-duty time.

Paid release time shall be provided on the basis of one (1) hour paid time for each one (1) hour of continuing education credit earned.

2. Failure to Cancel Attendance at Hospital-Sponsored Program

A Nurse may cancel attendance at a hospital-sponsored program, with at least seven (7) days' advance notice, and suffer no penalty. Cancellation of attendance with less than (7) days' advance notice, but prior to starting time of the program, will result in a reservation of the released time and reimbursement benefits approved for any subsequent hospital-sponsored continuing education program for which the Nurse may apply during the fiscal year ending June 30th. A Nurse's non-appearance, for any reason, at a hospital-sponsored program, without prior notice, will result in forfeiture of approved released time and reimbursement benefits.

3. Granting of Compensatory Time Off

A ninety (90) day time limit shall apply for the taking of compensatory time off which has been earned through participation in approved continuing education programs on the Nurse's own time. Such ninety (90) day period will commence with the date of the education program. If the Nurse does not schedule the compensatory time off during the ninety (90) day period, such period may be extended for an added thirty (30) days. If the compensatory time off is not scheduled during the added thirty (30) days, such compensatory time shall be paid to the Nurse at the Nurse's base rate.

4. Hospital Required Attendance

Education programs at which attendance is required by the Hospital shall be compensated for in pay or compensatory time off. In addition, the Hospital shall reimburse the Nurse for all reasonable and necessary expenses for attending such education programs.

B. In-Service Education

The Hospital will continue to maintain an effective in-service education program for Registered Nurses which shall include, but not be limited to, the following:

1. An organized plan of orienting all new Nurses to the philosophy, objectives, policies and procedures of the Hospital and of nursing service.
2. An organized plan of orienting all Nurses to the job descriptions, responsibilities and work assignments for nursing classifications.
3. An organized plan of in-service education on a continuing basis to provide information on new and expanding nursing care programs and new techniques, equipment, facilities, and concepts of care.
4. It is the intent that any Nurse may attend conferences or lectures held in the Hospital provided that:
 - a. Attendance is not limited by the instructor or lecturer for reasons of space or specialized subject matter.
 - b. Staffing for patient care is not adversely affected by attendance of the Nurse as determined by the Administrative Nurse, Chief Nurse Executive or designee.
5. Classes will be scheduled from time to time before and after day, evening and night shifts so as to permit Nurses the opportunity to conveniently attend as many classes as possible. Nurses attending in-service education classes on their own time will be compensated in an amount equal to the Nurse's base rate for time spent in such classes; provided, however, that such time shall not be counted as hours worked.
6. In the event a Nurse is required to attend a patient conference during the Nurse's off-duty time, the Nurse will be compensated for such time in an amount equal to the Nurse's base rate; provided, however, that such time shall not be counted as hours worked. Attendance shall be considered to be required if such attendance is posted as mandatory or the Nurse is designated as a presenter by the Administrative Nurse, Chief Nurse Executive or designee.

ARTICLE XI - SENIORITY

A. Length of Service

A Nurse's date of hire in a classification under this Agreement shall be used to determine length of service and shall be used to define seniority for all situations, except:

1. A Per Diem Nurse who transfers to benefit status after May 1, 1986, shall receive seniority credit based on an approximation of hours worked in Per Diem status with 2080 hours equaling one year employment.
2. A Per Diem Nurse who transfers to benefit status after July 1, 2003, shall receive seniority credit based on an approximation of hours worked in Per Diem status with 1660 (.8 FTE) equaling one year of employment.
3. A Nurse shall have no seniority during the Nurse's Probationary period.

B. Break in Seniority

1. Accumulated length of service will be broken only by discharge for cause or voluntary resignation and where accumulated length of service is broken, the Nurse shall, upon re-employment, be considered as a new employee, except:
2. A Bargaining Unit Nurse, with accumulated seniority, who leaves the Bargaining Unit, either by accepting a non-Bargaining Unit position within the hospital or by terminating employment with the hospital, and subsequently returns to the bargaining unit after a period of one (1) year or less, shall be entitled to restoration of the Bargaining Unit seniority the Nurse had when the Nurse left the Bargaining Unit.

ARTICLE XII - REDUCTION OF WORK FORCE

A. Reduction in Work Force

Prior to any unit or shift reduction in force, the Hospital will discontinue use of Per Diem Nurses for such unit and shift. Such Per Diem Nurses shall be assigned to other per diem pools, for which the individual Nurse is qualified.

Any reduction in the work force shall be based on seniority within the affected unit and shift, except as provided below, and shall involve the following procedures:

1. The Hospital will notify the Association of the number of full time equivalent (FTE) positions to be reduced and the units to be affected at least seven (7) days prior to any interviews being conducted under B.1., below, and will forward a seniority list compiled by the Hospital.
2. Reductions shall occur by classification, unit, and shift among full time and part time Nurses (except those participating in a formal orientation or training program who shall be exempted from such reduction until completion of the program) in inverse order of seniority.
3. Upon mutual agreement of the Hospital and the Association, an alternative reduction procedure involving a proportionate reduction of hours among all Nurses, or among those on a particular unit or shift may be instituted.
4. Exceptions may be made to the Reduction Procedures set forth herein if, as determined by the Hospital, the ability of those remaining to perform the work does not meet the requirements of the Hospital. In any event, transfers to a shift on any particular Unit may be prohibited if such transfer, when combined with other transfers to the Unit's shift would result in a displacement of more than thirty-three percent (33%) of that Unit's regularly scheduled hours. The displacement percentage shall be calculated based on transfers to the unit during the preceding six (6) months which have occurred as a result of the exercise of transfer and displacement rights under this Article.

For the purposes of any reduction, the classifications of Staff Nurse, Clinical Nurse I, and Clinical Nurse II, shall be considered as a single classification.

B. Reduction Procedures

1. Notification

Full time and part time Nurses whose positions are to be eliminated will, to the extent possible, be contacted personally by the Chief Nurse or designee. All Nurses whose positions are to be affected directly by a reduction will be provided written notification of position elimination by certified mail or shall be provided such notification in person.

The notification will include an appointment time for an interview with the Hospital's Human Resources Representative or directions to schedule an appointment within a specified time period. Nurses so notified, who fail to appear for the scheduled interview appointment, or fail to schedule an appointment within the specified period, or fail to arrange an interview, will forfeit their displacement rights.

2. Transfer and Displacement Rights

A full time or part time Nurse whose position is to be eliminated, or who is displaced by another as a result of a reduction in force, may exercise either of the following rights:

- a. Transfer to any vacant position, provided that he or she meets the qualifications established for the vacant position and she or he is the most senior (as determined by application of Article XI Seniority) of those Nurses requesting transfer to the vacant position, or
- b. Transfer to a position in the same or a lesser classification which is occupied by a less senior Nurse (as determined by application of Article XI Seniority) provided that the transferring Nurse meets the qualifications established for the position into which the Nurse requests transfer. Such transferring Nurse will be provided the usual orientation in the new unit assignment. For the purposes of this subsection, a "lesser classification" is defined as a classification with a lower wage range as set forth in Article V. Nurses transferring to a lesser classification as the Nurse held in his or her previous classification.
- c. The qualifications referred to in subsections a. and b. above shall be those requirements set forth in the position notices posted during the preceding twelve (12) months for similar positions OR any lesser requirements which may be established by the Hospital permitting transfer to the position subject to successful completion of an orientation program adopted by the Hospital.

3. Exercise of Reduction of Force Rights

During the interview with the Hospital's Human Resources Representative, the Nurse will be asked to:

- a. Identify, in order of preference from a list prepared by the Human Resources Department, any and all of the vacant positions to which the Nurse requests transfer.
- b. Identify, in order of preference from a seniority list of positions prepared by the Human Resources Department, any and all positions into which the Nurse wishes to exercise his or her right to displace a less senior Nurse.

Based on the positions identified by the Nurse, the Human Resources Representative will offer the Nurse a vacant position into which the Nurse may exercise his or her displacement rights. Each Nurse shall be given twenty-four (24) hours from the time he or she is offered a position to indicate acceptance. Failure

to do so within the twenty-four (24) hour period will result in forfeiture of the Nurse's displacement rights. When a Nurse has indicated acceptance of an offered position, such acceptance will be final and confirmed in writing by the Human Resources Representative.

A Nurse who waives the right to transfer to a vacant position, or for whom there is not a vacant position, and who lacks sufficient seniority to displace another Nurse, or who has no right to displace another Nurse, shall be placed on layoff status.

A Nurse placed on layoff status with less than two (2) weeks notice of position elimination (as provided under

B.1. above) shall be paid for all hours for which the Nurse would have been regularly scheduled during the two

(2) week period following the notice of position elimination.

4. Status During Layoff

Nurses will not accrue benefits during the period of layoff. The Hospital will continue the health insurance plan for a Nurse on layoff status, at Hospital's expense, for the calendar month following the date of layoff. Thereafter, Nurses may assume payment for health and dental insurance at the group rate of a maximum period of twelve (12) months following date of layoff.

Nurses will retain seniority (date of hire) for:

- a. Twelve (12) months, or
- b. Until the Nurse has been returned to work, whichever occurs first.

5. Recall

The following provisions shall apply for twelve (12) months following the date of layoff or transfer to Per Diem as a result of a reduction in force:

- a. Nurses on layoff status will be notified of vacancies posted subsequent to the date of layoff, for which they are qualified, for a period of twelve (12) months following the date of layoff.
- b. Nurses notified of such position vacancies will be required to submit transfer requests for those positions for which they wish to be considered. Such transfer requests must be received during the posting period and will be considered under the terms of Article 12, except that such Nurse on layoff status or Nurses reduced to per diem status as a result of a reduction in force, will be given preference over any Per Diem employee who may request a transfer.
- c. Nurses on layoff status have the responsibility of keeping the Human Resources Department informed of their current address and telephone number. Failure to do so will constitute a waiver of rights under this section.
- d. The six-month requirement (prior to transfer to another position) will be waived for Nurses who return from layoff to a position other than that from which the Nurse was reduced or displaced. This provision shall only apply to the first transfer request granted to each Nurse after return from layoff.

6. Procedure Variations

It is recognized that the circumstances of any given reduction in the work force may make variations from the above procedures advantageous to all affected by such reduction. Such variations shall be allowed only if agreed to by both the Hospital and the Association.

7. Temporary Shift Reductions

Shift reductions of a temporary nature, which may be effected by the Hospital to decrease staffing due to fluctuations in the patient census, acuity or other factors, will be accomplished in the following manner:

- a. Voluntary time off will be requested of the Nurses assigned to the Unit(s) and shift(s) affected, in order of seniority, from among those Nurses who have provided advance requests for voluntary time off.
- b. To the extent that the necessary shift reductions are not accomplished through voluntary time off, mandatory time off will be required.
 - (1) Per Diem Nurse's scheduled to work on the Unit(s) and shift(s) affected shall be canceled or dismissed from the shift first, in inverse order of seniority (as determined by application of Article XI Seniority).
 - (2) Any further shift reductions necessary will be accomplished through the cancellation prior to the start of the shift, or dismissal during the shift, of full time and part time Nurses on the unit(s) and shift(s) affected in inverse order of seniority (except those participating in a formal orientation program who shall be exempted from such reduction until completion of the program). Nurses will be canceled for their entire shift (i.e., eight, ten or twelve hour shifts) by seniority. If census and staffing changes are anticipated by the unit or division during the hours for which the Nurse has been canceled or dismissed, the Nurse may be placed on "call-in" status for the unit or division. If the Nurse elects to be placed on "call-in" status, the Nurse shall be paid at one-half of his/her base hourly rate of pay for the hours on "call-in" status. When a Nurse on "call in" status is called back to work, the Nurse shall receive the base rate of pay for the remaining hours worked on the shift in lieu of the "call-in" rate. When placed on "call-in" status, the most senior Nurse will be offered "call-in" status first. (The "call-in" rate applies only to this Article XII Section B 7.2). If however, staffing needs change and an additional Nurse is needed, then short hour notice applies per Article VI Section I. (This is to include any previously canceled nurse for the stated shift who is not on "call-in" status.)

Notwithstanding the above, however, with the exception of the trainee exemption, any Unit may elect, by majority vote of the Nurses regularly assigned to such Unit, to have such shift reductions to be effected on an alternative basis (e.g., rotation), provided that such alternative procedures are reduced to writing and on file with the Nursing Office. A Nurse may, at any time, withdraw notification of such withdrawal from the alternative procedure, by providing written notification of such withdrawal from the alternative procedure, the Nurse will be subject to cancellation or dismissal based on seniority only, as provided above.

A Nurse shall be deemed to have been called, under provisions of this Section, if a telephone call is made by the Nursing office or Department to the Nurse's telephone number then on file with the Nursing Office or Department. A record of such call shall be maintained in the

Nursing Office or Department and shall make ineligible any Nurse so called from the pay for four (4) hours of work.

Full time and Part time Nurses who are dismissed during the shift will be permitted to work a minimum of four (4) hours from the start of the Nurse's shift.

C. Shift Rotation Procedures

Shift rotations of a temporary nature, which may be effected by the Hospital, will be implemented only in staffing situations in which patient care is jeopardized and after reasonable efforts have been made to contact Nurses regularly assigned to the shift to which rotation will occur to request that such staff cover the staffing need. Necessary shift rotations will be accomplished in the following manner:

1. Voluntary shift rotations will be requested of the Nurses assigned to the specific Unit and shift(s) from which Nurses may be rotated.
2. All usual and appropriate outside nursing resources will be exhausted.
3. To the extent that the staffing need is not met through the above, Nurses on the Unit and shift(s) from which Nurses may be rotated shall be rotated in inverse order of seniority.

ARTICLE XIII - BULLETIN BOARDS

The Association shall be entitled to bulletin boards as follows:

- a. bulletin board outside the cafeteria
- b. bulletin board per unit

This language is not intended to change the number, placement, size of bulletin boards as of June 1, 2003.

SIDE LETTER
ACLS REQUIREMENT

All Nurses regularly assigned to the Emergency Department shall, as condition of employment, be ACLS certified. All Nurses regularly assigned to the ICU or CCU, within one (1) year of such assignment, shall, as a condition of employment, be ACLS certified. [For Nurses assigned to the ICU or CCU as of November 1, 1990, the ACLS requirement for completing the ACLS course, provided that the course has been completed before November 1, 1991.] It is the Hospital's intention to arrange for additional ACLS courses to be made available for on-going certification and re-certification.

Time spent in attending the ACLS workshop required for certification and re-certification shall be compensated for at the straight time hourly rate. Tuition expenses for such workshops shall be paid for by the Hospital.

Nurses who do not successfully complete either the certification or re-certification program may, at their own expense, retake such courses in order to gain or retain certification.

Nurses regularly assigned to Units other than the Emergency Department may also, as a condition of employment, be required to be ACLS certified.

SIDE LETTER
ADMINISTRATIVE NURSE LADDER

I. Eligibility Requirements

A. Current licensure as a Registered Nurse in the State of California.

II. Qualifications for Application for Administrative Ladder

A. Charge Nurse I: Associate Degree in Nursing or Diploma with one (1) year of clinical experience OR

Baccalaureate Degree in Nursing, Health or Management related field (e.g., psychology, sociology, physiology, biology, business, management, etc.) and six (6) months clinical experience.

B. Charge Nurse II: A Charge Nurse I may apply for Charge Nurse II at any time following successful completion of the probationary period.

III. Application Procedure

Charge Nurse I:

A. Bidding into posted position for Charge Nurse

B. Interview with appropriate Clinical Manager

C. Successful completion of

probationary period Charge Nurse II:

- A. Charge Nurse I must notify the Division Director in writing at least 45 days before the intended date of evaluation of the Performance Behaviors for Charge Nurse II. Notification must include the desired date of evaluation. The Division Director will respond to this request in writing within 14 days from the date the request is received.
- B. The Division Director must evaluate the candidate using the Performance Behaviors designated at the Charge Nurse II level.
- C. The Division Director must submit his/her written recommendation and a completed copy of the Performance Evaluation instrument to the Associate Administrator within 14 days of the date of evaluation.
- D. The Associate Administrator, upon receipt of the Division Director's recommendation, will approve or deny the application within 14 days. The decision will be communicated to the applicant in writing. If denied, the written notification shall include reasons for denial, including the areas of deficiency.
- E. Charge Nurse I's whose applications are approved will be promoted to Charge Nurse II effective with the beginning of the next pay period following issuance of the Director of Nursing's notification.
- F. Charge Nurse I's whose applications are denied may request reconsideration by submitting a written request to the Associate Administrator within 30 days following notification stating the reasons why the application should be reconsidered. The Associate Administrator will respond to any written request for reconsideration within 14 days after the receipt of this request.

Annual Performance Review

Annual review of Performance behaviors for Charge Nurse I and Charge Nurse II will be done on the individual's anniversary date. It is evaluated that the individual Charge Nurse I or II is not performing at the appropriate designated level; the individual Charge Nurse will not be retained at that level a Charge Nurse II will move to a Charge Nurse I and a Charge Nurse I to Staff Nurse status, except for a Charge Nurse who may not have held a Staff Nurse position previous to the Charge Nurse appointment.

Nurses promoted to Charge Nurse I positions from Staff Nurse who fail to perform at a Charge Nurse I level will be placed in the first position available for which the Nurse is qualified.

SIDE LETTER

Clinical Nurse Ladder

Sequoia is proud to offer a Clinical Nurse Program for professional development. An entire copy of the Clinical Nurse Ladder packet is available in the Nursing Office.

I. Introduction

Sequoia Hospital is proud to offer a Clinical Nurse program directed toward the professional development of our nurses and the needs of our patients for nursing care excellence. We appreciate the value of recognizing clinical knowledge and leadership and therefore provide an opportunity for individual professional development.

The achievement of Clinical Nurse II status at Sequoia Hospital is considered an accomplishment. Nurses who have achieved such status will be acknowledged with due respect for achieving a high level of expertise and responsibility. We applaud your interest in the Clinical Nurse II program.

This document contains the information required to apply for Clinical Nurse status. Please do not ask for clarification or further information from any member of the Clinical Nurse II Review Committee.

The Clinical Nursing Review Committee meets for the purpose of reviewing and acting on a Portfolio three times a year. Completed applications are due to the CNRC on March 1, July 1, and November 1 and should be placed in their mail box in the Nursing Office. Portfolios submitted after the deadline will be considered at the next session of the CNRC.

II. Definition of a Clinical Nurse II

The Clinical Nurse II demonstrates expertise in his or her clinical area and a desire to continue to expand knowledge. The Clinical Nurse II must have excellent communication skills and demonstrate ability to get along well with others in a close work environment. Additionally, a Clinical Nurse must possess high moral and ethical standards.

The Clinical Nurse functions in the clinical setting as:

- A. An exemplary caregiver to patients.
- B. A model of proficiency to co-workers.
- C. A colleague to physicians and the healthcare team.

The Clinical Nurse is a skilled practitioner who demonstrates expertise in the following:

- A. Identifies, communicates and fulfills patient needs.
- B. Coordinates and utilizes facility and community resources meet patient needs.

- C. Promotes and interdisciplinary approach to patient care.
- D. Assumes a teaching, coaching and mentoring role.
- E. Enables the staff to facilitate and accept change.

III. Areas of Practice

- A. Current RN Licensure in the State of California.
- B. BSN/MSN + two years experience as a RN.
- C. Other than BSN – three years experience as a RN.
- D. Two years clinical experience at Sequoia Hospital.
- E. Schedule for a minimum of 24 hours weekly.
- F. Experience in an area of practice per CNA contract.

IV. Application Process

- A. A Nurse candidate must notify his or her manager, in writing, at least 45 days before the intended date of submission of the Clinical Nurse portfolio. See Appendix 1 in the actual application packet. Notification must include the desired date of submission. The Manager will respond, in writing, within 14 days that request has been received. See Appendix 2 in the actual application packet.
- B. The portfolio is due in its entirety on the submission date or will be considered late and will be considered for the next time period, if the candidate desires.
- C. The CNRC will consider the application within 14 days of the date of submission. Within seven days the Review Committee will submit a written recommendation of approval or denial to the Chief Nurse Executive. See Appendix 3 in the actual application packet.
- D. Within 14 days of receipt of the Review Committee's recommendation the CNE will approve or deny the application. The decision will be communicated by the CNE to the candidate, in writing. If denied, the written notification will include the reason for denial, including the areas of deficiency.
- E. A nurse whose application is approved will be promoted to Clinical Nurse effective at the beginning of the next pay period following the date of the CNE's notification of approval.
- F. A nurse whose application is denied may request reconsideration by submitting a written request to the CNE within 30 days, stating the reason why the application should be reconsidered. The CNE will respond to the written request for reconsideration within 14 days.

G. The decision of the CNE will be final.

V. Application Contents

It is the responsibility of the candidate to present documentation that supports the promotion to Clinical Nurse according to the required standards. It is therefore advisable for the nurse to begin collecting information regarding his or her performance from the start of employment or at least a year prior to the intended date of submission.

This information, to become a portfolio, will be presented in the desired manner and titled "Clinical Nurse Portfolio". It should have a professional appearance, be completed and concise. It should contain information regarding the candidate from one year previous to the date of submission.

A. Table of Contents of Portfolio

1. Cover sheet
2. Table of contents
3. Application Form
4. Performance Appraisal
5. Patient Care Conference or Case Study, Teaching Plan or In-service
6. Exemplars
7. Self-Evaluation with Goals
8. Letters of Recommendation
9. Professional Participation Documentation

VI. Required Activities

- A. Performance Appraisal completed within six months of Portfolio submission.
- B. The following activities submitted in the Portfolio must have occurred within the year preceding the submission. Submit complete documentation.

Choose and submit two items from 1.), 2.), or 3.):

1. Organize, lead and evaluate an interdisciplinary patient care conference or case study.
2. Design and execute a teaching plan for a patient diagnosis/problem or a nursing procedure/standard.

- a. The nurse will identify a need, plan, organize, and evaluate an in-service program.
 - b. This can include a wide range of interdisciplinary concerns or issues. For instance, presenting a diagnosis that is different from the usual patient care population medication, updates, or new procedures, etc.
- C. Exemplars/Clinical Intervention, two
- a. Present, in writing, a case or patient care experience, in which the nurse made a significant difference in the patient outcome.
 - b. An Exemplar could also document a special situation in which the nurse assisted a new grad or orientee with critical thinking.
 - c. The Exemplar should reflect how the nurse integrates theoretic knowledge and experience to build a clinical practice that is unique to that nurse/patient/family intervention.
 - d. The Exemplar should be at least one page in length, complete, concise and include a short "Summary Statement".
- D. Write a comprehensive narrative and self-evaluation of one to two pages, which includes, at the minimum:
- 1. A short introduction.
 - 2. Professional long and short term goals, with explanations. These goals should be objective, active, attainable, measurable and time-limited.
 - 3. Describe your goals as a Clinical Nurse. How do you see yourself as different from a Staff Nurse? How will you share your knowledge and expertise? How will you contribute to staff development, for example as a role model or resource person?
- E. Submit three letters of recommendation that speak to the candidate's clinical performance, including examples of expertise in clinical nursing, interpersonal relationships, communication and teaching skills, at the least, and the appropriateness of receiving the Clinical Nurse recognition. The letters should be addressed to the Clinical Nurse Review Committee.

Submit a letter from one person from each of the following categories:

- 1. CNE, Manager, Supervisor, or Administrative/Charge Nurse.
- 2. Nursing colleague (preferably a Clinical Nurse).
- 3. Other members of the healthcare team. For example a Physician, Physician's Assistant, Case Manager, Dietician, Respiratory Care Practitioner, etc. with whom the candidate

has worked.

- F. Candidates must select for presentation at least four of the following:
1. Hospital, Nursing Department or Unit Committee involvement and participation
 - a. At least six months of activity
 - b. Documentation includes description of Committee involvement and dates of meeting attendance.
 2. Professional Certification(s)
 - a. Certification for at least six months
 - b. For example, CCRN, CEN CNOR, RNC, etc.
 - c. Provide documentation.
 3. Professional Association Activities
 - a. At least six months activities
 - b. Documentation includes description of activities and involvement and dates of meeting attendance, if applicable.

VII. Renewal Process

- A. Once a Nurse becomes a Clinical Nurse, his or her annual Performance Appraisal serves as the continuation or denial of the Clinical Nurse status. It may be necessary to adjust the Appraisal date.
- B. The Clinical Nurse Review Committee does not participate in this process.
- C. The Standards are to be listed in under Professional Participation. The Nurse must have at least four of the listed activities, per year, to maintain the Clinical Nurse status.
- D. The Clinical Nurse also must design, plan, execute, and evaluate at least one Unit-based In-service per year.
- E. If the Nurse does not meet the standards, the Manager will inform the CNE in writing within seven days.
- F. The CNE will then decide if the Clinical Nurse status will be renewed or rescinded. The decision will be communicated in writing to the nurse, the Manager and the CNRC.

All further information regarding the Clinical Ladder will be found in the Clinical Nurse

Application packet from your CNA Reps or the Nursing Office.

Promotion to Charge Nurse

A Clinical Nurse I or Clinical Nurse II, who promotes to a Charge Nurse position, shall, if such Nurse subsequently returns to a Staff Nurse position, be reinstated to the Clinical Nurse level (I or II) which the Nurse held prior to the promotion to Charge Nurse. The Nurse's annual review for continuation in such classification shall occur on the Nurse's anniversary date, or after six (6) months in the classification, whichever date is later.

SIDE LETTER

CHARGE NURSES

In addition to the provisions of the Agreement, Charge Nurses shall receive the following:

1. An additional eight (8) hours of continuing education released time per year under Article X, Section A.1. Continuing Education Released Time and Reimbursement.
2. An additional \$50.00 for reimbursement of registration fees, tuition expenses and required textbooks per year under Article X, Section A.1. Continuing Education Released Time and Reimbursement.
3. An exception to the provisions of Article VI, Section J. Weekend Work to the effect that the Charge Nurses shall be scheduled for at least three (3) of every four (4) weekends off during each four (4) weeks of work.
4. Night shift Charge Nurses may be scheduled to work four (4) eight-hour shifts per week.

SIDE LETTER

COMPENSATORY TIME OPTION FOR STANDBY PAY IN PERI-OPERATIVE AREA AND CATH LAB

A Peri-operative or Cath Lab Nurse assigned to standby duty may elect to receive compensatory time in lieu of one-half (1/2) time for being on standby. Such compensator time will be accrued the one-half (1/2) time rate for such assigned standby hours to maximum of one-hundred (100) hours. Compensatory time off must be scheduled with, and approved by, the Nurse's Department Director or his/her designee. Accrued compensatory time may be cashed out through the regular payroll and will be paid upon termination of employment. The Hospital and Association agree that compensatory time accrued prior to November 1, 1994 in excess of the maximum of one-hundred (100) hours will be converted to PTO as of November 1, 1994.

SIDE LETTER
CPR CERTIFICATION

It shall be a condition of employment that all Nurses employed by the Hospital shall maintain a current CPR certification. Nurses who are physically disabled and thereby unable to complete CPR certification requirements as of May 1, 1984, will be exempted from such condition of employment provided that such disability has been medically certified. This exemption for currently employed Nurses shall be the sole exception to this condition of employment.

SIDE LETTER
NEW GRADUATE PRECEPTORS

To the extent possible, Nurses serving as Preceptors to New Graduate Nurses shall be counted as .5 for staffing purposes for a maximum of ten (10) shifts during the preceptorship. The scheduling of the ten (10) shifts shall occur after consultation between the Nurse Preceptor and the Charge Nurse as to the most appropriate shifts, given the anticipated demands of the individual preceptorship. It is understood that the progress of the preceptee will be evaluated throughout the preceptorship and that the preceptee will be counted for staffing purposes based on individual demonstration of skills.

SIDE LETTER
UNIT CLOSURE GUIDELINES

Within sixty (60) days of the effective date of the Agreement, the Association Administrator for Nursing shall begin meetings, with three (3) representatives of the Professional Performance Committee to develop guidelines relating to the closure of units to further patient admissions when staffing is inadequate due to patient acuity, patient census or the availability of staff. When completed, such guidelines shall be used by the Nursing Office in assigning patients to, or diverting patients from, the Nursing units. Nothing in the guidelines, however, shall be contrary to law or the Hospital obligations under its licensure, accreditation other requirements and the Administrator shall have final authority over any staffing decision, patient assignment or patient diversion, as provided by the Hospital's policies and procedures.

SIDE LETTER
FULLY EMPLOYER PAID HEALTH PLAN AND INCENTIVE TO ENROLL IN Dignity Health HMO

1. Any employee who is currently in a non-free plan or in a fully Employer paid plan other than the Dignity Health HMO and who elects to switch coverage to the Dignity Health HMO plan for 2010 and is employed by Dignity Health in a benefited position on January 1, 2010 will receive a one-time cash bonus of \$500 for employee only coverage and \$1,000 for employee plus adult, employee plus child(ren) or employee plus family coverage effective the first full pay period in January 2010.
2. Those employees who opt to take the aforementioned bonus and subsequently elect to re-enroll in another plan will be responsible for paying the full difference in premium between the Dignity Health HMO plan and the other plan.

3. Within a month of ratification, upon written request, the parties will meet at each facility to discuss means of improving services and physician access under the Dignity Health HMO.

SIDE LETTER

HEALTH PLAN SUMMARY PLAN DESCRIPTIONS

The Employer shall post updated summary plan descriptions on the Dignity Health Employee Portal each plan year.

SIDE LETTER

SHORT HOUR NURSES

The Parties agree to continue existing practices concerning the use of a short hour RN employment category during the term of the Collective Bargaining Agreement. This Side Letter does not require the hospital to maintain use of short hour RNs; however, if the hospital chooses to utilize short hour RNs it shall be done in accordance with the Side Letter.

Sequoia Hospital
CNA/Dignity Health 2021 Negotiators
Signature Page

Dignity Health



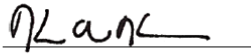
Name: Alan Mulliner, J.D.
Title: VP, Employee & Labor Relations

CNA Nurse Negotiator (MT/LT)



Name : Vivian Cherian
Unit : Surgery

Dignity Health



Name: Kyle Kloss
Title: Director, Employee & Labor Relations

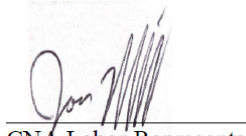
CNA Nurse Negotiator (LT)



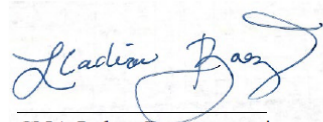
Name: Cynthia Kenyon
Unit : ACU



CNA Nurse Negotiator (LT)
Name : Lynn Hoeweling
Unit : ER



CNA Labor Representative
Name: Jon Mill



CNA Labor Representative
Name: Lladira Baez

Wage Scales

Sequoia Hospital

Effective January 2022

	1 Yr	2 Yr	3 Yr	4 Yr	5 Yr	6 Yr	8 Yr	15 Yr
Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
ADMIN NURSE I	72.1220	76.7179	80.6662	83.9518	87.9907	94.2699	96.1043	100.9095
CHARGE NURSE	72.1220	76.7179	80.6662	83.9518	87.9907	94.2699	96.1043	100.9095
CLIN NURSE II	69.0498	71.8250	75.7452	78.3889	82.8670	87.5747	89.3252	93.7915
RAD ONCOLOGY RN	66.1477	70.2361	74.5006	76.1886	81.6118	85.9172	87.6137	91.9943
RN CARE COORDINATION	69.0498	71.8250	75.7452	78.3889	82.8670	87.5747	89.3252	93.7915
RN CARE COORDINATION NB	77.0238	81.9083	86.9807	89.6716	94.9655	100.6040	102.6168	107.7477
STAFF NURSE	64.1888	68.2562	72.4837	74.7268	79.1380	83.8353	85.5146	89.7904
STAFF NURSE NB	77.0238	81.9083	86.9807	89.6716	94.9655	100.6040	102.6168	107.7477

Effective January 2023

	1 Yr	2 Yr	3 Yr	4 Yr	5 Yr	6 Yr	8 Yr	15 Yr
Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
ADMIN NURSE I	75.0069	79.7866	83.8928	87.3099	91.5103	98.0407	99.9485	104.9459
CHARGE NURSE	75.0069	79.7866	83.8928	87.3099	91.5103	98.0407	99.9485	104.9459
CLIN NURSE II	71.8118	74.6980	78.7750	81.5245	86.1817	91.0777	92.8982	97.5432
RAD ONCOLOGY RN	68.7936	73.0455	77.4806	79.2361	84.8763	89.3539	91.1182	95.6741
RN CARE COORDINATION	71.8118	74.6980	78.7750	81.5245	86.1817	91.0777	92.8982	97.5432
RN CARE COORDINATION NB	80.1048	85.1846	90.4599	93.2585	98.7641	104.6282	106.7215	112.0576
STAFF NURSE	66.7564	70.9864	75.3830	77.7159	82.3035	87.1887	88.9352	93.3820
STAFF NURSE NB	80.1048	85.1846	90.4599	93.2585	98.7641	104.6282	106.7215	112.0576

Effective January 2024

	1 Yr	2 Yr	3 Yr	4 Yr	5 Yr	6 Yr	8 Yr	15 Yr
Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
ADMIN NURSE I	77.2571	82.1802	86.4096	89.9292	94.2556	100.9819	102.9470	108.0943
CHARGE NURSE	77.2571	82.1802	86.4096	89.9292	94.2556	100.9819	102.9470	108.0943
CLIN NURSE II	73.9662	76.9389	81.1383	83.9702	88.7672	93.8100	95.6851	100.4695
RAD ONCOLOGY RN	70.8574	75.2369	79.8050	81.6132	87.4226	92.0345	93.8517	98.5443
RN CARE COORDINATION	73.9662	76.9389	81.1383	83.9702	88.7672	93.8100	95.6851	100.4695
RN CARE COORDINATION NB	82.5079	87.7401	93.1737	96.0563	101.7270	107.7670	109.9231	115.4193
STAFF NURSE	68.7591	73.1160	77.6445	80.0474	84.7726	89.8044	91.6033	96.1835
STAFF NURSE NB	82.5079	87.7401	93.1737	96.0563	101.7270	107.7670	109.9231	115.4193

Effective January 2025

	1 Yr	2 Yr	3 Yr	4 Yr	5 Yr	6 Yr	8 Yr	15 Yr
Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
ADMIN NURSE I	79.9611	85.0565	89.4339	93.0767	97.5545	104.5163	106.5501	111.8776
CHARGE NURSE	79.9611	85.0565	89.4339	93.0767	97.5545	104.5163	106.5501	111.8776
CLIN NURSE II	76.5550	79.6318	83.9781	86.9092	91.8741	97.0934	99.0341	103.9859
RAD ONCOLOGY RN	73.3374	77.8702	82.5982	84.4697	90.4824	95.2557	97.1365	101.9934
RN CARE COORDINATION	76.5550	79.6318	83.9781	86.9092	91.8741	97.0934	99.0341	103.9859
RN CARE COORDINATION NB	85.3957	90.8110	96.4348	99.4183	105.2874	111.5388	113.7704	119.4590
STAFF NURSE	71.1657	75.6751	80.3621	82.8491	87.7396	92.9476	94.8094	99.5499
STAFF NURSE NB	85.3957	90.8110	96.4348	99.4183	105.2874	111.5388	113.7704	119.4590

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