

AGREEMENT

Between



CALIFORNIA NURSES ASSOCIATION

and the

UCSF BENIOFF CHILDREN'S
HOSPITAL, OAKLAND

December 19, 2018 to June 30, 2023

California Nurses Association

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THIS AGREEMENT, made and entered into as of the 19th day of December 2018, by and between UCSF BENIOFF CHILDREN'S HOSPITAL, OAKLAND (hereinafter referred to as "UCSFBCHO") and the CALIFORNIA NURSES ASSOCIATION, representatives of Registered Nurses (hereinafter referred to as "the Association").

ARTICLE 1. RECOGNITION

The Hospital hereby recognizes the Association as the sole agent representing the nurses covered by this agreement for the purpose of collective bargaining.

The Hospital agrees not to take any action to remove from the Association's bargaining unit, any registered nurse, either individually or as a classification, including but not limited to any Charge Nurse, on the grounds that the registered nurse is a supervisor under Section 2(11) of the National Labor Relations Act.

ARTICLE 2. COVERAGE

The nurses covered by this agreement are all graduate, Registered Nurses, or interim permittees employed by the Hospital performing nursing services, as hereinafter listed, and excluding only supervisors, as defined in the National Labor Relations Act, administrative or executive personnel having authority to hire, discipline, discharge, or determine personnel policies.

ARTICLE 3. ASSOCIATION SECURITY PREAMBLE

The parties hereto recognize the basic function of the Hospital is to provide care for the sick and that it is the basic purpose of the California Nurses Association to advance the standards of nursing practice to the end that better nursing may be achieved.

The Hospital recognizes that the Association has responsibility for and contributes to fostering high standards of nursing practice and that through membership in the Association the professional nursing staff in the Hospital will be improved.

The Hospital and nurses are committed to the highest levels of patient care in terms of the patient's health and safety. Accordingly, the parties agree that the nurse shall not practice, nor shall the nurse be required to practice, in

any manner which is inconsistent with the above or which places the nurse's license in jeopardy.

A. REQUIRED MEMBERSHIP

All nurses covered by this agreement newly employed after March 1, 1968, shall become members of the Association within thirty-one (31) days after employment and shall continue membership in good standing during the life of the agreement. All nurses who were members of the Association on March 1, 1968, or who voluntarily joined the Association thereafter shall maintain their membership in the Association in good standing during the life of the agreement. All those nurses employed prior to March 2, 1968, who were not members in good standing of the Association, shall, as a condition of continued employment, either join the Association or pay to the Association each month a service charge. The service charge shall be in an amount equal to all monthly dues uniformly required of the Association members at the Hospital. The Hospital is directed to deduct such service charges and remit the monies in accordance with the payroll deduction procedures set forth below.

B. NEW EMPLOYEE NOTICES

At the time of employment, a copy of this agreement shall be given by the Hospital to each nurse and specific attention shall be called to the obligation of this provision. The Hospital shall also give to each nurse at the time of employment the current Association form authorizing voluntary payroll deduction of monthly dues. Within thirty (30) days after the execution of the agreement, the Hospital will provide CNA electronically with a master list of all employed nurses who are subject to the provisions of this agreement, giving the name, address, home phone number, classification, social security number, department, gender, shift, seniority, and dates of employment. On or before the tenth of each month subsequent to the establishment of the master list, the Hospital will forward electronically to the Association the names, home phone numbers, 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. CNA shall be given a half-hour during each new hire RN orientation to make a presentation.

C. MAINTENANCE OF MEMBERSHIP

The staff membership requirement, after thirty-one (31) days of employment, shall apply only to full-time staff nurses or to staff nurses who work regularly on a predetermined schedule of at least one full shift a week. On the 31st day after the effective date of this Agreement, the staff membership requirement shall apply to all staff nurses employed by the

Hospital, after 31 days of employment. Upon notice from the Association and after counseling by the Association and Hospital representatives, a nurse who fails to meet required membership shall be given 14 days notice of termination or shall be allowed to resign with proper notice to the Hospital.

D. PAYROLL DEDUCTION OF ASSOCIATION DUES

1. Written Assignment During the term of this agreement the Hospital 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 Hospital and the Association.

2. Remitting Dues The Hospital will promptly remit the membership dues deducted pursuant to such assignments with a written statement of the names of the employees for whom deductions were made, the current wage rate for each employee, and the hours worked in the previous pay-period(s) for each employee. Normally, the deductions will be made on the first pay period of each month for the then current membership dues. However, the Association and the Hospital may make other arrangements by mutual consent.

3. Political Education and Action Fund The Hospital agrees to administer a voluntary check-off for Registered Nurse contributions to the Association's political education and action fund. The program shall include the following provisions:

- Contributions to the political education and action fund are voluntary for Registered Nurses.
- The Association is responsible for obtaining check-off authorization from each Registered Nurse who wishes to have a voluntary payroll deduction on a form agreed to by the Hospital.

E. INDEMNIFICATION

1. The Association will hold harmless the Hospital against any claim which may be made by any person by reason of the deduction of Association membership dues or contribution to the political education and action fund, including the cost of defending against any such claim.

2. The Association will have no monetary claim against the Hospital by reason of failure to perform under this section.

F. NO DISCRIMINATION

There shall be no discrimination by the Hospital against any nurse on account of membership in or activity on behalf of the Association. Such Association activity shall not interfere with any nurse's regular work.

The Hospital and the Association shall comply with applicable federal, state and local law prohibiting discrimination for or against any nurse or applicant for employment on account of race, sex, age, creed, color, national origin, political affiliation, sexual orientation, gender identity, or physical disability.

The Hospital and the Association shall comply with any applicable federal, state, or local laws pertaining to sexual preference. In the absence of such laws, it is not the intention of the Hospital to discriminate in employment against any nurse by reason of sexual preference.

ARTICLE 4. PERSONNEL CLASSIFICATIONS

A. DEFINITIONS

1. Full-time Nurse – A Nurse who is regularly employed to work a predetermined schedule of a minimum of thirty two (32) hours per week.

2. Part-time Nurse – A Nurse who is regularly employed to work a predetermined schedule of at least twenty (20) but less than thirty two (32) hours per week.

3. Short-Hour – A Nurse who is regularly scheduled to work on a predetermined work schedule of less than twenty (20) hours per week.

4. Per Diem – A Nurse who is employed to work on an intermittent or availability basis.

5. Temporary – A Nurse who is hired as an interim replacement or for temporary work on a predetermined schedule for a period of three months unless that period is mutually extended by the RN, the Association and the Hospital. Temporary RNs shall be treated the same as Short Hour and Per Diem RNs for all purposes.

B. STAFF NURSE CLASSIFICATIONS

1. Interim Permittees Interim Permittees may be employed for a maximum of six (6) weeks in that capacity and their base rate shall be two percent (2%) less than the applicable RN I rate. Upon successful attainment of RN license, an interim permittee shall be converted to an RN I effective the

first day of the pay period following the date their license is issued. Interim permittee shall not be counted in staffing as an RN.

2. Staff Nurse I A nurse employed by the Hospital who has less than six (6) months of recent hospital, clinic, or similar nursing experience.

3. Staff Nurse II A nurse employed by the Hospital who has at least six (6) months of recent hospital, clinic, or similar nursing experience.

4. Staff Nurse III A regular full-time or part-time nurse employed by the Hospital for at least six (6) months with a minimum of three (3) years applicable pediatric nursing experience who has reclassified after meeting specific criteria which demonstrate clinical expertise and leadership.

5. Staff Nurse IV A regular full-time or part-time nurse employed by the Hospital in a Staff Nurse III capacity for a minimum of six (6) months and who has reclassified after meeting specific criteria which demonstrate advanced clinical expertise and leadership.

6. Assistant Head Nurse

Expand job description requirements for all future postings, as follows:

Three (3) years experience in respective clinical area; demonstrates comprehensive clinical knowledge of department/unit.

One year consistent charge nurse experience in clinical area; in the OR this means charge nurse experience in both inpatient and outpatient OR.

Active participant in a unit-based quality and/or operational improvement project in the last 2 years.

Staff development or teaching experience in a clinical area in the last 2 years (e.g. preceptor, wrote/revised policy, taught class).

C. NURSING CAREER LADDERS

1. Objective It is the intent of the Hospital and the CNA to provide professional role development opportunities beyond that of the traditional Staff Nurse I and II roles.

2. Role Clarification Expectations for Staff Nurse III and IV include, but are not limited to, the following:

- Demonstrates leadership ability.
- Demonstrates advanced clinical skills and knowledge in an area of nursing practice.

- Contributes to special projects on the unit.
- Demonstrates innovation and creativity in nursing practice.
- Acts as a preceptor to new staff.
- Acts as a professional role model in the delivery of patient care.
- Demonstrates involvement in nursing research.

Reasonable non-patient care time will be allowed for teaching, class preparation, and research projects. If a Staff Nurse III is required to perform teaching duties, class preparation, or research at times other than her/his working hours, s/he will be compensated for the time required to accomplish these assignments.

Eligibility for consideration for a Staff Nurse III or IV role shall be based on performance criteria and not on tenure with the Hospital.

3. Selection Procedure

(a) Professional Advancement Committee The Committee shall be composed of one (1) Staff Nurse III*, a member of the Professional Performance Committee, a Staff Nurse II from the applicant's unit, chosen by the applicant, and three (3) members appointed by the Vice President of Nursing, one (1) of whom will chair the committee.

*Selected by a vote of all Staff Nurses

Members will serve for a two (2) year term. Selection of members will occur three (3) months prior to the beginning of the new term. During this three (3) month period, the new members may attend committee meetings as observers.

The Professional Advancement Committee reviews the portfolios, interviews the candidates and makes recommendations to Nursing Administration.

(b) Management Prerogative Hospital management will establish the number of Staff Nurse III and IV positions, per unit and per shift. The number of available positions will be posted on every unit in an internal memo from the nurse manager. Such positions will not be subject to the provisions of Article 29.

(c) Professional Advancement

(i) A Staff Nurse II or III who has completed the portfolio process and has been recommended for professional advancement by the Professional Advancement Committee (and approved by Nursing

Administration) shall be reclassified to Staff Nurse III or IV maintaining her/his current hours and shifts, subject to the availability of Staff Nurse III or IV positions on that shift.

(ii) If the Staff Nurse III or IV does not wish to continue in that role s/he may be reclassified to a Staff Nurse II or III position, maintaining her/his hours and shifts.

(iii) Maintenance of Staff Nurse III or IV Classification:

a. The Staff Nurse III or IV will automatically revert to Staff Nurse II status upon voluntary transfer to another unit, or a layoff induced transfer to another unit that requires different skills, knowledge or experience.

b. If in the Hospital's opinion the Staff Nurse III or IV does not meet the Hospital's performance standards, the Hospital may reconvene the Professional Advancement Committee to make recommendations regarding the RN's eligibility to continue as a Staff Nurse III or IV.

4. Compensation

(a) Adjustments for Staff Nurse III or IV. Upon reclassification, a Staff Nurse III or IV will advance to the same tenure step and the anniversary date will not change upon reclassification.

(b) Staff Nurse III. Rates for Staff Nurse III will be five percent (5%) above that of the Staff Nurse II.

(c) Staff Nurse IV. Rates for Staff Nurse IV will be five percent (5%) above that of the Staff Nurse III.

ARTICLE 5. COMPENSATION

A. SALARIES

1. Full-Time Nurses - Basic Hourly Salary

(a) Staff Nurse I

A Staff Nurse I shall receive the applicable Staff Nurse I salary rate for the first six (6) months of employment and will move automatically to the first step for Staff Nurse II upon completion of six (6) months of employment with the Hospital. Upon the completion of one (1) year of employment with the

Hospital, the nurse will move to the second step (second year rate) for the Staff Nurse II and will thereafter continue to advance each year through the remaining annual steps.

2. Part-Time Nurses

(a) Regular Part-Time Nurses

Each part-time nurse employed on a regular schedule of twenty (20) hours per week or more shall be paid the same rates of compensation as is set forth for full-time staff nurses in the same ratio that the nurse's regular schedule bears to a full-time schedule.

Interim Permittee

Benefitted

7/1/2018 3%	Day		\$62.91
	PM	\$7.97	\$70.88
	Night	\$13.61	\$76.52

6/30/2019 3%	Day		\$64.80
	PM	\$8.21	\$73.01
	Night	\$14.02	\$78.82

6/28/2020 3%	Day		\$66.74
	PM	\$8.45	\$75.19
	Night	\$14.44	\$81.18

6/27/2021 3%	Day		\$68.74
	PM	\$8.71	\$77.45
	Night	\$14.87	\$83.61

6/26/2022 3%	Day		\$70.80
	PM	\$8.97	\$79.77
	Night	\$15.32	\$86.12

Temporary/Per Diem/Short Hour

Day	\$78.63
PM	\$86.60
Night	\$92.24

Day	\$80.99
PM	\$89.20
Night	\$95.01

Day	\$83.42
PM	\$91.87
Night	\$97.86

Day	\$85.92
PM	\$94.63
Night	\$100.79

Day	\$88.49
PM	\$97.46
Night	\$103.81

Staff Nurse I

RNs with less than 6 months experience

Benefitted

Temporary/Per Diem/Short Hour

7/1/2018	Day		\$64.19
3%	PM	\$7.97	\$72.16
	Night	\$13.61	\$77.80

Day	\$80.23
PM	\$88.20
Night	\$93.84

6/30/2019	Day		\$66.12
3%	PM	\$8.21	\$74.33
	Night	\$14.02	\$80.14

Day	\$82.64
PM	\$90.85
Night	\$96.66

6/28/2020	Day		\$68.10
3%	PM	\$8.45	\$76.55
	Night	\$14.44	\$82.54

Day	\$85.12
PM	\$93.57
Night	\$99.56

6/27/2021	Day		\$70.14
3%	PM	\$8.71	\$78.85
	Night	\$14.87	\$85.01

Day	\$87.67
PM	\$96.38
Night	\$102.54

6/26/2022	Day		\$72.24
3%	PM	\$8.97	\$81.21
	Night	\$15.32	\$87.56

Day	\$90.30
PM	\$99.27
Night	\$105.62

Staff Nurse II

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
7/1/18	Day		\$66.41	\$68.30	\$70.26	\$73.26	\$76.51	\$78.07	\$78.84	\$79.65	\$81.25	\$81.67	\$84.14	\$85.82
	3% PM	\$7.97	\$74.38	\$76.27	\$78.23	\$81.23	\$84.48	\$86.04	\$86.80	\$87.62	\$89.22	\$89.64	\$92.11	\$93.79
	Night	\$13.61	\$80.02	\$81.91	\$83.87	\$86.87	\$90.12	\$91.68	\$92.45	\$93.26	\$94.86	\$95.28	\$97.75	\$99.43

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/30/19	Day		\$68.40	\$70.35	\$72.37	\$75.46	\$78.81	\$80.41	\$81.21	\$82.04	\$83.69	\$84.12	\$86.66	\$88.39
	3% PM	\$8.21	\$76.61	\$78.56	\$80.58	\$83.67	\$87.02	\$88.62	\$89.42	\$90.25	\$91.90	\$92.33	\$94.87	\$96.60
	Night	\$14.02	\$82.42	\$84.37	\$86.39	\$89.48	\$92.83	\$94.43	\$95.23	\$96.06	\$97.71	\$98.14	\$100.68	\$102.41

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/28/20	Day		\$70.45	\$72.46	\$74.54	\$77.72	\$81.17	\$82.82	\$83.65	\$84.50	\$86.20	\$86.64	\$89.26	\$91.04
	3% PM	\$8.45	\$78.90	\$80.91	\$82.99	\$86.17	\$89.62	\$91.27	\$92.10	\$92.95	\$94.65	\$95.09	\$97.71	\$99.49
	Night	\$14.44	\$84.89	\$86.89	\$88.98	\$92.16	\$95.61	\$97.26	\$98.09	\$98.94	\$100.64	\$101.08	\$103.70	\$105.48

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/27/21	Day		\$72.56	\$74.63	\$76.78	\$80.05	\$83.61	\$85.30	\$86.16	\$87.04	\$88.79	\$89.24	\$91.94	\$93.77
	3% PM	\$8.71	\$81.27	\$83.34	\$85.49	\$88.76	\$92.32	\$94.01	\$94.87	\$95.75	\$97.50	\$97.95	\$100.65	\$102.48
	Night	\$14.87	\$87.43	\$89.50	\$91.65	\$94.92	\$98.48	\$100.17	\$101.03	\$101.91	\$103.66	\$104.11	\$106.81	\$108.64

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/26/22	Day		\$74.74	\$76.87	\$79.08	\$82.45	\$86.12	\$87.86	\$88.74	\$89.65	\$91.45	\$91.92	\$94.70	\$96.58
	3% PM	\$8.97	\$83.71	\$85.84	\$88.05	\$91.42	\$95.09	\$96.83	\$97.71	\$98.62	\$100.42	\$100.89	\$103.67	\$105.55
	Night	\$15.32	\$90.06	\$92.19	\$94.40	\$97.77	\$101.44	\$103.18	\$104.06	\$104.97	\$106.77	\$107.24	\$110.02	\$111.90

Staff Nurse III

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
7/1/18	Day		\$69.73	\$71.72	\$73.77	\$76.92	\$80.34	\$81.97	\$82.78	\$83.63	\$85.31	\$85.75	\$88.35	\$90.11
	3% PM	\$7.97	\$77.70	\$79.69	\$81.74	\$84.89	\$88.31	\$89.94	\$90.75	\$91.60	\$93.28	\$93.72	\$96.32	\$98.08
	Night	\$13.61	\$83.34	\$85.33	\$87.38	\$90.53	\$93.95	\$95.58	\$96.39	\$97.24	\$98.92	\$99.36	\$101.96	\$103.72

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
6/30/19	Day		\$71.82	\$73.87	\$75.99	\$79.23	\$82.75	\$84.43	\$85.27	\$86.14	\$87.87	\$88.33	\$90.99	\$92.81
	3% PM	\$8.21	\$80.03	\$82.08	\$84.20	\$87.44	\$90.96	\$92.64	\$93.48	\$94.35	\$96.08	\$96.54	\$99.20	\$101.02
	Night	\$14.02	\$85.84	\$87.89	\$90.01	\$93.25	\$96.77	\$98.45	\$99.29	\$100.16	\$101.89	\$102.35	\$105.01	\$106.83

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
6/28/20	Day		\$73.97	\$76.08	\$78.27	\$81.61	\$85.23	\$86.96	\$87.83	\$88.73	\$90.51	\$90.97	\$93.72	\$95.59
	3% PM	\$8.45	\$82.42	\$84.53	\$86.72	\$90.06	\$93.68	\$95.41	\$96.28	\$97.18	\$98.96	\$99.42	\$102.17	\$104.04
	Night	\$14.44	\$88.41	\$90.52	\$92.71	\$96.05	\$99.67	\$101.40	\$102.27	\$103.17	\$104.95	\$105.41	\$108.16	\$110.03

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
6/27/21	Day		\$76.19	\$78.36	\$80.62	\$84.05	\$87.79	\$89.57	\$90.47	\$91.39	\$93.23	\$93.70	\$96.54	\$98.46
	3% PM	\$8.71	\$84.90	\$87.07	\$89.33	\$92.76	\$96.50	\$98.28	\$99.18	\$100.10	\$101.94	\$102.41	\$105.25	\$107.17
	Night	\$14.87	\$91.06	\$93.23	\$95.49	\$98.92	\$102.66	\$104.44	\$105.34	\$106.26	\$108.10	\$108.57	\$111.41	\$113.33

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
6/26/22	Day		\$78.48	\$80.71	\$83.03	\$86.57	\$90.43	\$92.25	\$93.18	\$94.13	\$96.02	\$96.52	\$99.44	\$101.41
	3% PM	\$8.97	\$87.45	\$89.68	\$92.00	\$95.54	\$99.40	\$101.22	\$102.15	\$103.10	\$104.99	\$105.49	\$108.41	\$110.38
	Night	\$15.32	\$93.80	\$96.03	\$98.35	\$101.89	\$105.75	\$107.57	\$108.50	\$109.45	\$111.34	\$111.84	\$114.76	\$116.73

Staff Nurse IV

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
7/1/18	Day		\$73.22	\$75.31	\$77.46	\$80.77	\$84.36	\$86.07	\$86.92	\$87.81	\$89.58	\$90.04	\$92.77	\$94.62
3%	PM	\$7.97	\$81.19	\$83.28	\$85.43	\$88.74	\$92.33	\$94.04	\$94.89	\$95.78	\$97.55	\$98.01	\$100.74	\$102.59
	Night	\$13.61	\$86.83	\$88.92	\$91.07	\$94.38	\$97.97	\$99.68	\$100.53	\$101.42	\$103.19	\$103.65	\$106.38	\$108.23

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/30/19	Day		\$75.41	\$77.56	\$79.79	\$83.19	\$86.89	\$88.65	\$89.53	\$90.45	\$92.26	\$92.75	\$95.54	\$97.45
3%	PM	\$8.21	\$83.62	\$85.77	\$88.00	\$91.40	\$95.10	\$96.86	\$97.74	\$98.66	\$100.47	\$100.96	\$103.75	\$105.66
	Night	\$14.02	\$89.43	\$91.58	\$93.81	\$97.21	\$100.91	\$102.67	\$103.55	\$104.47	\$106.28	\$106.77	\$109.56	\$111.47

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/28/20	Day		\$77.67	\$79.88	\$82.18	\$85.69	\$89.49	\$91.31	\$92.22	\$93.17	\$95.04	\$95.52	\$98.41	\$100.37
3%	PM	\$8.45	\$86.12	\$88.33	\$90.63	\$94.14	\$97.94	\$99.76	\$100.67	\$101.62	\$103.49	\$103.97	\$106.86	\$108.82
	Night	\$14.44	\$92.11	\$94.32	\$96.62	\$100.13	\$103.93	\$105.75	\$106.66	\$107.61	\$109.48	\$109.96	\$112.85	\$114.81

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/27/21	Day		\$80.00	\$82.28	\$84.65	\$88.25	\$92.18	\$94.05	\$94.99	\$95.96	\$97.89	\$98.39	\$101.37	\$103.38
3%	PM	\$8.71	\$88.71	\$90.99	\$93.36	\$96.96	\$100.89	\$102.76	\$103.70	\$104.67	\$106.60	\$107.10	\$110.08	\$112.09
	Night	\$14.87	\$94.87	\$97.15	\$99.52	\$103.12	\$107.05	\$108.92	\$109.86	\$110.83	\$112.76	\$113.26	\$116.24	\$118.25

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/26/22	Day		\$82.40	\$84.75	\$87.18	\$90.90	\$94.95	\$96.86	\$97.84	\$98.84	\$100.82	\$101.35	\$104.41	\$106.48
3%	PM	\$8.97	\$91.37	\$93.72	\$96.15	\$99.87	\$103.92	\$105.83	\$106.81	\$107.81	\$109.79	\$110.32	\$113.38	\$115.45
	Night	\$15.32	\$97.72	\$100.07	\$102.50	\$106.22	\$110.27	\$112.18	\$113.16	\$114.16	\$116.14	\$116.67	\$119.73	\$121.80

Asst. Head RN

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
7/1/18	Day		\$71.53	\$73.34	\$75.20	\$78.31	\$81.75	\$83.41	\$84.21	\$85.10	\$86.81	\$87.27	\$89.91	\$91.70
3%	PM	\$7.97	\$79.50	\$81.31	\$83.17	\$86.28	\$89.72	\$91.38	\$92.18	\$93.07	\$94.78	\$95.24	\$97.88	\$99.67
	Night	\$13.61	\$85.14	\$86.95	\$88.81	\$91.92	\$95.36	\$97.02	\$97.82	\$98.71	\$100.42	\$100.88	\$103.52	\$105.31

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
6/30/19	Day		\$73.68	\$75.54	\$77.46	\$80.66	\$84.20	\$85.91	\$86.74	\$87.65	\$89.41	\$89.89	\$92.61	\$94.45
3%	PM	\$8.21	\$81.89	\$83.75	\$85.67	\$88.87	\$92.41	\$94.12	\$94.95	\$95.86	\$97.62	\$98.10	\$100.82	\$102.66
	Night	\$14.02	\$87.70	\$89.56	\$91.48	\$94.68	\$98.22	\$99.93	\$100.76	\$101.67	\$103.43	\$103.91	\$106.63	\$108.47

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
6/28/20	Day		\$75.89	\$77.81	\$79.78	\$83.08	\$86.73	\$88.49	\$89.34	\$90.28	\$92.09	\$92.59	\$95.39	\$97.28
3%	PM	\$8.45	\$84.34	\$86.26	\$88.23	\$91.53	\$95.18	\$96.94	\$97.79	\$98.73	\$100.54	\$101.04	\$103.84	\$105.73
	Night	\$14.44	\$90.33	\$92.25	\$94.22	\$97.52	\$101.17	\$102.93	\$103.78	\$104.72	\$106.53	\$107.03	\$109.83	\$111.72

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
6/27/21	Day		\$78.17	\$80.13	\$82.17	\$85.57	\$89.33	\$91.14	\$92.02	\$92.99	\$94.85	\$95.37	\$98.25	\$100.20
3%	PM	\$8.71	\$86.88	\$88.84	\$90.88	\$94.28	\$98.04	\$99.85	\$100.73	\$101.70	\$103.56	\$104.08	\$106.96	\$108.91
	Night	\$14.87	\$93.04	\$95.00	\$97.04	\$100.44	\$104.20	\$106.01	\$106.89	\$107.86	\$109.72	\$110.24	\$113.12	\$115.07

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
6/26/22	Day		\$80.52	\$82.53	\$84.64	\$88.14	\$92.01	\$93.87	\$94.78	\$95.78	\$97.70	\$98.23	\$101.20	\$103.21
3%	PM	\$8.97	\$89.49	\$91.50	\$93.61	\$97.11	\$100.98	\$102.84	\$103.75	\$104.75	\$106.67	\$107.20	\$110.17	\$112.18
	Night	\$15.32	\$95.84	\$97.85	\$99.96	\$103.46	\$107.33	\$109.19	\$110.10	\$111.10	\$113.02	\$113.55	\$116.52	\$118.53

Per Diem/Short Hour/Temporary (Non-Benefitted)

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
7/1/18	Day		\$83.13	\$85.40	\$87.84	\$91.61	\$95.61	\$97.62	\$98.53	\$99.59	\$101.59	\$102.09	\$105.16	\$107.27
3%	PM	\$7.97	\$91.10	\$93.37	\$95.81	\$99.58	\$103.58	\$105.59	\$106.50	\$107.56	\$109.56	\$110.06	\$113.13	\$115.24
	Night	\$13.61	\$96.74	\$99.01	\$101.45	\$105.22	\$109.22	\$111.23	\$112.14	\$113.20	\$115.20	\$115.70	\$118.77	\$120.88

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
6/30/19	Day		\$85.62	\$87.96	\$90.48	\$94.36	\$98.48	\$100.55	\$101.49	\$102.58	\$104.64	\$105.15	\$108.31	\$110.49
3%	PM	\$8.21	\$93.83	\$96.17	\$98.69	\$102.57	\$106.69	\$108.76	\$109.70	\$110.79	\$112.85	\$113.36	\$116.52	\$118.70
	Night	\$14.02	\$99.64	\$101.98	\$104.50	\$108.38	\$112.50	\$114.57	\$115.51	\$116.60	\$118.66	\$119.18	\$122.33	\$124.51

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
6/28/20	Day		\$88.19	\$90.60	\$93.19	\$97.19	\$101.43	\$103.57	\$104.53	\$105.66	\$107.78	\$108.30	\$111.56	\$113.80
3%	PM	\$8.45	\$96.64	\$99.05	\$101.64	\$105.64	\$109.88	\$112.02	\$112.98	\$114.11	\$116.23	\$116.75	\$120.01	\$122.25
	Night	\$14.44	\$102.63	\$105.04	\$107.63	\$111.63	\$115.87	\$118.01	\$118.97	\$120.10	\$122.22	\$122.74	\$126.00	\$128.24

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
6/27/21	Day		\$90.84	\$93.32	\$95.99	\$100.11	\$104.47	\$106.68	\$107.67	\$108.83	\$111.01	\$111.55	\$114.91	\$117.21
3%	PM	\$8.71	\$99.55	\$102.03	\$104.70	\$108.82	\$113.18	\$115.39	\$116.38	\$117.54	\$119.72	\$120.26	\$123.62	\$125.92
	Night	\$14.87	\$105.71	\$108.19	\$110.86	\$114.98	\$119.34	\$121.55	\$122.54	\$123.70	\$125.88	\$126.42	\$129.78	\$132.08

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
6/26/22	Day		\$93.57	\$96.12	\$98.87	\$103.11	\$107.60	\$109.88	\$110.90	\$112.09	\$114.34	\$114.90	\$118.36	\$120.73
3%	PM	\$8.97	\$102.54	\$105.09	\$107.84	\$112.08	\$116.57	\$118.85	\$119.87	\$121.06	\$123.31	\$123.87	\$127.33	\$129.70
	Night	\$15.32	\$108.89	\$111.44	\$114.19	\$118.43	\$122.92	\$125.20	\$126.22	\$127.41	\$129.66	\$130.22	\$133.68	\$136.05

Differentials

	Weekend			Float
	5%	10% (> 20 yrs)	15% (> 20 yrs)	10%
7/1/18	\$3.32	\$6.64	\$9.96	\$6.64
6/30/18	\$3.42	\$6.84	\$10.26	\$6.84
6/28/20	\$3.52	\$7.05	\$10.57	\$7.05
6/27/21	\$3.63	\$7.26	\$10.88	\$7.26
6/26/22	\$3.74	\$7.47	\$11.21	\$7.47

Asst. Head RN

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
7/1/2018	Day		\$71.53	\$73.34	\$75.20	\$78.31	\$81.75	\$83.41	\$84.21	\$85.10	\$86.81	\$87.27	\$89.91	\$91.70
3%	PM	\$7.97	\$79.50	\$81.31	\$83.17	\$86.28	\$89.72	\$91.38	\$92.18	\$93.07	\$94.78	\$95.24	\$97.88	\$99.67
	Night	\$13.61	\$85.14	\$86.95	\$88.81	\$91.92	\$95.36	\$97.02	\$97.82	\$98.71	\$100.42	\$100.88	\$103.52	\$105.31

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/30/2019	Day		\$73.68	\$75.54	\$77.46	\$80.66	\$84.20	\$85.91	\$86.74	\$87.65	\$89.41	\$89.89	\$92.61	\$94.45
3%	PM	\$8.21	\$81.89	\$83.75	\$85.67	\$88.87	\$92.41	\$94.12	\$94.95	\$95.86	\$97.62	\$98.10	\$100.82	\$102.66
	Night	\$14.02	\$87.70	\$89.56	\$91.48	\$94.68	\$98.22	\$99.93	\$100.76	\$101.67	\$103.43	\$103.91	\$106.63	\$108.47

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/28/2020	Day		\$75.89	\$77.81	\$79.78	\$83.08	\$86.73	\$88.49	\$89.34	\$90.28	\$92.09	\$92.59	\$95.39	\$97.28
3%	PM	\$8.45	\$84.34	\$86.26	\$88.23	\$91.53	\$95.18	\$96.94	\$97.79	\$98.73	\$100.54	\$101.04	\$103.84	\$105.73
	Night	\$14.44	\$90.33	\$92.25	\$94.22	\$97.52	\$101.17	\$102.93	\$103.78	\$104.72	\$106.53	\$107.03	\$109.83	\$111.72

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/27/2021	Day		\$78.17	\$80.13	\$82.17	\$85.57	\$89.33	\$91.14	\$92.02	\$92.99	\$94.85	\$95.37	\$98.25	\$100.20
3%	PM	\$8.71	\$86.88	\$88.84	\$90.88	\$94.28	\$98.04	\$99.85	\$100.73	\$101.70	\$103.56	\$104.08	\$106.96	\$108.91
	Night	\$14.87	\$93.04	\$95.00	\$97.04	\$100.44	\$104.20	\$106.01	\$106.89	\$107.86	\$109.72	\$110.24	\$113.12	\$115.07

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/26/2022	Day		\$80.52	\$82.53	\$84.64	\$88.14	\$92.01	\$93.87	\$94.78	\$95.78	\$97.70	\$98.23	\$101.20	\$103.21
3%	PM	\$8.97	\$89.49	\$91.50	\$93.61	\$97.11	\$100.98	\$102.84	\$103.75	\$104.75	\$106.67	\$107.20	\$110.17	\$112.18
	Night	\$15.32	\$95.84	\$97.85	\$99.96	\$103.46	\$107.33	\$109.19	\$110.10	\$111.10	\$113.02	\$113.55	\$116.52	\$118.53

Interim Permittee

Benefitted

7/1/2018 3%	Day		\$62.91
	PM	\$7.97	\$70.88
	Night	\$13.61	\$76.52

6/30/2019 3%	Day		\$64.80
	PM	\$8.21	\$73.01
	Night	\$14.02	\$78.82

6/28/2020 3%	Day		\$66.74
	PM	\$8.45	\$75.19
	Night	\$14.44	\$81.18

6/27/2021 3%	Day		\$68.74
	PM	\$8.71	\$77.45
	Night	\$14.87	\$83.61

6/26/2022 3%	Day		\$70.80
	PM	\$8.97	\$79.77
	Night	\$15.32	\$86.12

Temporary/Per Diem/Short Hour

Day	\$78.63
PM	\$86.60
Night	\$92.24

Day	\$80.99
PM	\$89.20
Night	\$95.01

Day	\$83.42
PM	\$91.87
Night	\$97.86

Day	\$85.92
PM	\$94.63
Night	\$100.79

Day	\$88.49
PM	\$97.46
Night	\$103.81

Staff Nurse I
 RNs with less than 6 months experience

Benefitted

7/1/2018	Day		\$64.19
3%	PM	\$7.97	\$72.16
	Night	\$13.61	\$77.80

6/30/2019	Day		\$66.12
3%	PM	\$8.21	\$74.33
	Night	\$14.02	\$80.14

6/28/2020	Day		\$68.10
3%	PM	\$8.45	\$76.55
	Night	\$14.44	\$82.54

6/27/2021	Day		\$70.14
3%	PM	\$8.71	\$78.85
	Night	\$14.87	\$85.01

6/26/2022	Day		\$72.24
3%	PM	\$8.97	\$81.21
	Night	\$15.32	\$87.56

Temporary/Per Diem/Short Hour

Day	\$80.23
PM	\$88.20
Night	\$93.84

Day	\$82.64
PM	\$90.85
Night	\$96.66

Day	\$85.12
PM	\$93.57
Night	\$99.56

Day	\$87.67
PM	\$96.38
Night	\$102.54

Day	\$90.30
PM	\$99.27
Night	\$105.62

Staff Nurse II

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
7/1/2018	Day		\$66.41	\$68.30	\$70.26	\$73.26	\$76.51	\$78.07	\$78.84	\$79.65	\$81.25	\$81.67	\$84.14	\$85.82
	3% PM	\$7.97	\$74.38	\$76.27	\$78.23	\$81.23	\$84.48	\$86.04	\$86.80	\$87.62	\$89.22	\$89.64	\$92.11	\$93.79
	Night	\$13.61	\$80.02	\$81.91	\$83.87	\$86.87	\$90.12	\$91.68	\$92.45	\$93.26	\$94.86	\$95.28	\$97.75	\$99.43

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/30/2019	Day		\$68.40	\$70.35	\$72.37	\$75.46	\$78.81	\$80.41	\$81.21	\$82.04	\$83.69	\$84.12	\$86.66	\$88.39
	3% PM	\$8.21	\$76.61	\$78.56	\$80.58	\$83.67	\$87.02	\$88.62	\$89.42	\$90.25	\$91.90	\$92.33	\$94.87	\$96.60
	Night	\$14.02	\$82.42	\$84.37	\$86.39	\$89.48	\$92.83	\$94.43	\$95.23	\$96.06	\$97.71	\$98.14	\$100.68	\$102.41

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/28/2020	Day		\$70.45	\$72.46	\$74.54	\$77.72	\$81.17	\$82.82	\$83.65	\$84.50	\$86.20	\$86.64	\$89.26	\$91.04
	3% PM	\$8.45	\$78.90	\$80.91	\$82.99	\$86.17	\$89.62	\$91.27	\$92.10	\$92.95	\$94.65	\$95.09	\$97.71	\$99.49
	Night	\$14.44	\$84.89	\$86.90	\$88.98	\$92.16	\$95.61	\$97.26	\$98.09	\$98.94	\$100.64	\$101.08	\$103.70	\$105.48

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/27/2021	Day		\$72.56	\$74.63	\$76.78	\$80.05	\$83.61	\$85.30	\$86.16	\$87.04	\$88.79	\$89.24	\$91.94	\$93.77
	3% PM	\$8.71	\$81.27	\$83.34	\$85.49	\$88.76	\$92.32	\$94.01	\$94.87	\$95.75	\$97.50	\$97.95	\$100.65	\$102.48
	Night	\$14.87	\$87.43	\$89.50	\$91.65	\$94.92	\$98.48	\$100.17	\$101.03	\$101.91	\$103.66	\$104.11	\$106.81	\$108.64

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/26/2022	Day		\$74.74	\$76.87	\$79.08	\$82.45	\$86.12	\$87.86	\$88.74	\$89.65	\$91.45	\$91.92	\$94.70	\$96.58
	3% PM	\$8.97	\$83.71	\$85.84	\$88.05	\$91.42	\$95.09	\$96.83	\$97.71	\$98.62	\$100.42	\$100.89	\$103.67	\$105.55
	Night	\$15.32	\$90.06	\$92.19	\$94.40	\$97.77	\$101.44	\$103.18	\$104.06	\$104.97	\$106.77	\$107.24	\$110.02	\$111.90

Staff Nurse III

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
7/1/2018	Day		\$69.73	\$71.72	\$73.77	\$76.92	\$80.34	\$81.97	\$82.78	\$83.63	\$85.31	\$85.75	\$88.35	\$90.11
3%	PM	\$7.97	\$77.70	\$79.69	\$81.74	\$84.89	\$88.31	\$89.94	\$90.75	\$91.60	\$93.28	\$93.72	\$96.32	\$98.08
	Night	\$13.61	\$83.34	\$85.33	\$87.38	\$90.53	\$93.95	\$95.58	\$96.39	\$97.24	\$98.92	\$99.36	\$101.96	\$103.72

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/30/2019	Day		\$71.82	\$73.87	\$75.99	\$79.23	\$82.75	\$84.43	\$85.27	\$86.14	\$87.87	\$88.33	\$90.99	\$92.81
3%	PM	\$8.21	\$80.03	\$82.08	\$84.20	\$87.44	\$90.96	\$92.64	\$93.48	\$94.35	\$96.08	\$96.54	\$99.20	\$101.02
	Night	\$14.02	\$85.84	\$87.89	\$90.01	\$93.25	\$96.77	\$98.45	\$99.29	\$100.16	\$101.89	\$102.35	\$105.01	\$106.83

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/28/2020	Day		\$73.97	\$76.08	\$78.27	\$81.61	\$85.23	\$86.96	\$87.83	\$88.73	\$90.51	\$90.97	\$93.72	\$95.59
3%	PM	\$8.45	\$82.42	\$84.53	\$86.72	\$90.06	\$93.68	\$95.41	\$96.28	\$97.18	\$98.96	\$99.42	\$102.17	\$104.04
	Night	\$14.44	\$88.41	\$90.52	\$92.71	\$96.05	\$99.67	\$101.40	\$102.27	\$103.17	\$104.95	\$105.41	\$108.16	\$110.03

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/27/2021	Day		\$76.19	\$78.36	\$80.62	\$84.05	\$87.79	\$89.57	\$90.47	\$91.39	\$93.23	\$93.70	\$96.54	\$98.46
3%	PM	\$8.71	\$84.90	\$87.07	\$89.33	\$92.76	\$96.50	\$98.28	\$99.18	\$100.10	\$101.94	\$102.41	\$105.25	\$107.17
	Night	\$14.87	\$91.06	\$93.23	\$95.49	\$98.92	\$102.66	\$104.44	\$105.34	\$106.26	\$108.10	\$108.57	\$111.41	\$113.33

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/26/2022	Day		\$78.48	\$80.71	\$83.03	\$86.57	\$90.43	\$92.25	\$93.18	\$94.13	\$96.02	\$96.52	\$99.44	\$101.41
3%	PM	\$8.97	\$87.45	\$89.68	\$92.00	\$95.54	\$99.40	\$101.22	\$102.15	\$103.10	\$104.99	\$105.49	\$108.41	\$110.38
	Night	\$15.32	\$93.80	\$96.03	\$98.35	\$101.89	\$105.75	\$107.57	\$108.50	\$109.45	\$111.34	\$111.84	\$114.76	\$116.73

Staff Nurse IV

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
7/1/2018	Day		\$73.22	\$75.31	\$77.46	\$80.77	\$84.36	\$86.07	\$86.92	\$87.81	\$89.58	\$90.04	\$92.77	\$94.62
3%	PM	\$7.97	\$81.19	\$83.28	\$85.43	\$88.74	\$92.33	\$94.04	\$94.89	\$95.78	\$97.55	\$98.01	\$100.74	\$102.59
	Night	\$13.61	\$86.83	\$88.92	\$91.07	\$94.38	\$97.97	\$99.68	\$100.53	\$101.42	\$103.19	\$103.65	\$106.38	\$108.23

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/30/2019	Day		\$75.41	\$77.56	\$79.79	\$83.19	\$86.89	\$88.65	\$89.53	\$90.45	\$92.26	\$92.75	\$95.54	\$97.45
3%	PM	\$8.21	\$83.62	\$85.77	\$88.00	\$91.40	\$95.10	\$96.86	\$97.74	\$98.66	\$100.47	\$100.96	\$103.75	\$105.66
	Night	\$14.02	\$89.43	\$91.58	\$93.81	\$97.21	\$100.91	\$102.67	\$103.55	\$104.47	\$106.28	\$106.77	\$109.56	\$111.47

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/28/2020	Day		\$77.67	\$79.88	\$82.18	\$85.69	\$89.49	\$91.31	\$92.22	\$93.17	\$95.04	\$95.52	\$98.41	\$100.37
3%	PM	\$8.45	\$86.12	\$88.33	\$90.63	\$94.14	\$97.94	\$99.76	\$100.67	\$101.62	\$103.49	\$103.97	\$106.86	\$108.82
	Night	\$14.44	\$92.11	\$94.32	\$96.62	\$100.13	\$103.93	\$105.75	\$106.66	\$107.61	\$109.48	\$109.96	\$112.85	\$114.81

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/27/2021	Day		\$80.00	\$82.28	\$84.65	\$88.25	\$92.18	\$94.05	\$94.99	\$95.96	\$97.89	\$98.39	\$101.37	\$103.38
3%	PM	\$8.71	\$88.71	\$90.99	\$93.36	\$96.96	\$100.89	\$102.76	\$103.70	\$104.67	\$106.60	\$107.10	\$110.08	\$112.09
	Night	\$14.87	\$94.87	\$97.15	\$99.52	\$103.12	\$107.05	\$108.92	\$109.86	\$110.83	\$112.76	\$113.26	\$116.24	\$118.25

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/26/2022	Day		\$82.40	\$84.75	\$87.18	\$90.90	\$94.95	\$96.86	\$97.84	\$98.84	\$100.82	\$101.35	\$104.41	\$106.48
3%	PM	\$8.97	\$91.37	\$93.72	\$96.15	\$99.87	\$103.92	\$105.83	\$106.81	\$107.81	\$109.79	\$110.32	\$113.38	\$115.45
	Night	\$15.32	\$97.72	\$100.07	\$102.50	\$106.22	\$110.27	\$112.18	\$113.16	\$114.16	\$116.14	\$116.67	\$119.73	\$121.80

Per Diem/Short Hour/Temporary (Non-Benefitted)

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
7/1/2018	Day		\$83.13	\$85.40	\$87.84	\$91.61	\$95.61	\$97.62	\$98.53	\$99.59	\$101.59	\$102.09	\$105.16	\$107.27
	3% PM	\$7.97	\$91.10	\$93.37	\$95.81	\$99.58	\$103.58	\$105.59	\$106.50	\$107.56	\$109.56	\$110.06	\$113.13	\$115.24
	Night	\$13.61	\$96.74	\$99.01	\$101.45	\$105.22	\$109.22	\$111.23	\$112.14	\$113.20	\$115.20	\$115.70	\$118.77	\$120.88

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/30/2019	Day		\$85.62	\$87.96	\$90.48	\$94.36	\$98.48	\$100.55	\$101.49	\$102.58	\$104.64	\$105.15	\$108.31	\$110.49
	3% PM	\$8.21	\$93.83	\$96.17	\$98.69	\$102.57	\$106.69	\$108.76	\$109.70	\$110.79	\$112.85	\$113.36	\$116.52	\$118.70
	Night	\$14.02	\$99.64	\$101.98	\$104.50	\$108.38	\$112.50	\$114.57	\$115.51	\$116.60	\$118.66	\$119.18	\$122.33	\$124.51

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/28/2020	Day		\$88.19	\$90.60	\$93.19	\$97.19	\$101.43	\$103.57	\$104.53	\$105.66	\$107.78	\$108.30	\$111.56	\$113.80
	3% PM	\$8.45	\$96.64	\$99.05	\$101.64	\$105.64	\$109.88	\$112.02	\$112.98	\$114.11	\$116.23	\$116.75	\$120.01	\$122.25
	Night	\$14.44	\$102.63	\$105.04	\$107.63	\$111.63	\$115.87	\$118.01	\$118.97	\$120.10	\$122.22	\$122.74	\$126.00	\$128.24

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/27/2021	Day		\$90.84	\$93.32	\$95.99	\$100.11	\$104.47	\$106.68	\$107.67	\$108.83	\$111.01	\$111.55	\$114.91	\$117.21
	3% PM	\$8.71	\$99.55	\$102.03	\$104.70	\$108.82	\$113.18	\$115.39	\$116.38	\$117.54	\$119.72	\$120.26	\$123.62	\$125.92
	Night	\$14.87	\$105.71	\$108.19	\$110.86	\$114.98	\$119.34	\$121.55	\$122.54	\$123.70	\$125.88	\$126.42	\$129.78	\$132.08

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	
6/26/2022	Day		\$93.57	\$96.12	\$98.87	\$103.11	\$107.60	\$109.88	\$110.90	\$112.09	\$114.34	\$114.90	\$118.36	\$120.73
	3% PM	\$8.97	\$102.54	\$105.09	\$107.84	\$112.08	\$116.57	\$118.85	\$119.87	\$121.06	\$123.31	\$123.87	\$127.33	\$129.70
	Night	\$15.32	\$108.89	\$111.44	\$114.19	\$118.43	\$122.92	\$125.20	\$126.22	\$127.41	\$129.66	\$130.22	\$133.68	\$136.05

Differentials

7/1/2018
6/30/2019
6/28/2020
6/27/2021
6/26/2022

Weekend			Float Pool
5%	10% (>20 yrs)*	15% (>20 yrs)*	10%
\$3.32	\$6.64	\$9.96	\$6.64
\$3.42	\$6.84	\$10.26	\$6.84
\$3.52	\$7.05	\$10.57	\$7.05
\$3.63	\$7.26	\$10.88	\$7.26
\$3.74	\$7.47	\$11.21	\$7.47

* 10% at 20 or more years of employment.

* An additional 15% at 20 years of seniority.

B. CREDIT FOR PREVIOUS EXPERIENCE

1. Tenure Credit All nurses hired on or after July 14, 2004, shall receive one (1) year of tenure credit, for salary purposes only, for each year of previous experience prior to the date of employment at the Hospital.

2. Automatic Credit Newly employed nurses shall receive tenure credit for previous experience, pursuant to paragraph 1 above, automatically where a nurse has been previously employed by an accredited hospital or any facility attached thereto with "accredited" defined to be accreditation by the Joint Commission or Medicare accreditation. Credit for previous experience shall also be given automatically where a nurse has been previously employed by accredited foreign hospitals, such as Canadian hospitals, or by military or civilian hospitals operated by the federal government.

3. Related Experience Tenure credit for previous employment which does not fully conform to the above definition of previous experience shall apply if such experience has been bona fide Registered Nurse work and the professional experience relates to the requirements of the position filled.

4. Previous Part-Time Experience For the purpose of this section, any previous part-time experience which has been on a regular predetermined basis of twenty (20) hours per week or more shall be considered as if it were full-time experience.

5. Other Experience Tenure credit for previous employment which does not fully conform to the above definition of previous experience shall be discussed with the Hospital at the request of the Association.

C. TENURE INCREASES

1. Regular Nurses Upon completion of each required period of continuous employment each Regular Nurse shall receive the appropriate tenure increase in accordance with the schedule listed in Article 5, as follows:

If hired as:

SN I

to SN II (Step I) at six (6) months continuous employment as a SN I to SN II (Step 2) on completion of six (6) months at SN II (Step I)

If hired as:

SN II

the RN completes twelve (12) months at SN II Step 1.

SN II Progression

to Step 2 on completion of either twelve (12) months or six (6) months at SN II Step 1.

to Step 3 on completion of twelve (12) months at SN II Step 2.

to Step 4 on completion of twelve (12) months at SN II Step 3.

to Step 5 on completion of twelve (12) months at SN II Step 4.

to Step 6 on completion of thirty-six (36) months at SN II Step 5.

to Step 7 on completion of twenty-four (24) months at SN II Step 6.

to Step 8 on completion of twenty-four (24) months at SN II Step 7.

to Step 9 on completion of twenty-four (24) months at SN II Step 8.

to Step 10 on completion of forty-eight (48) months at SN II Step 9.

to Step 11 on completion of thirty six (36) months at SN II Step 10.

to Step 12 on completion of one hundred eight (108) months at Step 11.

Tenure increases for Staff Nurse III and Staff Nurse IV shall be the same as provided for Staff Nurse II.

2. Short-Hour, Per Diem, and Temporary Nurses

(a) Through Step 5: Short-Hour, Per Diem, and Temporary Nurses shall be eligible for progression up to Step 5 to the next tenure step upon accumulation of one thousand (1000) hours of work, provided:

(i) No nurse shall advance more than one (1) tenure step during the twelve (12) month period commencing with:

(aa) The date of employment, or

(bb) The date of the nurse's most recent tenure advancement and employment.

(b) Step 6 through Step 10: A Short-Hour or Per Diem nurse who reached Step 5 in accordance with the above shall advance through the next five (5) tenure steps as follows:

Step 6 on completion of three-thousand (3000) hours at Step 5, provided this is accomplished in no less than thirty-six (36) months of service at Step 5.

Step 7 on completion of two thousand (2000) hours at Step 6, provided this is accomplished in no less than twenty-four (24) months of service at Step 6.

Step 8 on completion of two thousand (2000) hours at Step 7, provided this is accomplished in no less than twenty-four (24) months of service at Step 7.

Step 9 on completion of two thousand (2000) hours at Step 8, provided this is accomplished in no less than twenty-four (24) months of service at Step 8.

Step 10 on completion of four thousand (4000) hours at Step 9, provided this is accomplished in no less than forty-eight (48) months of service at Step 9.

Step 11 on completion of three thousand (3000) hours at Step 10, provided this is accomplished in no less than thirty-six (36) months of service at Step 10.

Step 12 on completion of nine thousand (9000) hours at Step 11, provided this is accomplished in no less than one hundred eight (108) months of service at Step 11.

D. DIFFERENTIALS

1. Shift Differentials

(a) All nurses who commence a shift of four (4) hours or more at or after 11:00 am and which terminates after 5:00 pm shall be paid a shift differential of twelve percent (12%) of the day rate of the Staff Nurse II Step 1 salary.

Nurses who commence work up to two (2) hours (9:00 am – 11:00 am) prior to the commencement of the PM shift differential qualifying hours will be paid day shift rate of pay for those hours worked, but will continue to qualify for the PM shift differential as per the above paragraph.

(b) All nurses who commence a shift of four (4) hours or more at or after 7:00 pm and which terminates after 1:00 am, shall be paid a shift differential of twenty and one-half percent (20.5%) of the day rate of the Staff Nurse II Step 1 salary.

Nurses who commence work up to two (2) hours (5:00 pm – 7:00 pm) prior to the commencement of the Night shift differential qualifying hours will be paid the PM shift rate of pay for those hours worked, but will continue to qualify for the Night shift differential as per the above paragraph.

(c) All nurses assigned to evening or night shift work shall receive a differential of twelve percent (12%) or twenty and one-half percent (20.5%), respectively, of the day rate of the Staff Nurse II Step 1 salary. All nurses who are working their regularly scheduled evening or night shift shall receive the differential for all hours worked in the event that the RN is either voluntarily or involuntarily cancelled.

(d) A day shift nurse who agrees to commence work on the night shift immediately prior to her/his regularly scheduled day shift shall be paid the night shift rate of pay, including night shift differential, and weekend differential when applicable, for all hours worked on the night shift.

(e) All nurses who are scheduled to work a day shift shall be paid the PM shift differential for all hours worked when working overtime on to the PM shift after 4:30 pm. All nurses who are scheduled to work a PM shift shall be paid the night shift differential for all hours worked when working overtime on to the night shift after 12:30 am. All nurses who are scheduled to work a night shift shall be paid the night shift differential for all hours worked when working overtime on to the day shift.

2. Weekend Differential

(a) All nurses shall receive a weekend differential of five percent (5%) of the day rate of the Staff Nurse II-Step I salary, for each weekend shift worked. Effective July 14, 2001, this weekend differential shall be increased to ten percent (10%) of the day rate of Staff Nurse II-Step I salary for a nurse with twenty (20) or more years of employment.

(b) Effective September 17, 2004 all nurses with twenty (20) years seniority shall receive an additional weekend premium of fifteen percent (15%) of the day rate of Staff Nurse II Step 1 (to equal twenty five percent (25%)). If the nurse with 20 years seniority is in overtime status, the nurse will receive time and a half and her/his ten percent (10%) weekend differential for the period of time the nurse is in that status.

E. STANDBY AND CALL-BACK PAY

1. Standby

(a) Conventional Standby Nurses on standby shall be paid at the rate of one-half (1/2) the straight-time rate when on standby.

(b) Holiday Standby Nurses on standby on a paid holiday shall be paid at the rate of three quarters (3/4) the straight-time rate for such Nurse.

2. Call Back

(a) On Standby A nurse on standby, when called to work, shall be compensated at time and one-half (1-1/2) the straight-time rate, including the applicable shift and weekend differential(s).

(b) Not On Standby A regular full-time nurse called back on the nurse's regularly scheduled days off under the provisions of this paragraph shall receive pay at the rate of time and one-half (1-1/2) including the

applicable shift and weekend differential(s) for all hours worked when called back.

(c) Guaranteed Pay Nurses recalled to work in accordance with this section will be guaranteed three (3) hours of work or payment in lieu thereof, except that a nurse who is not on standby and who is called back within the nurse's working day shall receive a guarantee of four (4) hours work or payment in lieu thereof.

3. Call Sign Ups

i. Call shall be distributed by seniority rotation to all qualified unit nurses who request call.

ii. Nurses may not sign up for or trade call shifts that will result in their working in excess of twenty-four (24) consecutive hours, or, in the case of RNFAs, taking forty-eight (48) hour weekend call, in excess of forty-eight (48) consecutive hours.

iii. If an insufficient number of qualified nurses sign up for prescheduled call shifts, and an insufficient number of qualified nurses accept call from the on-going availability list described in 3.iv, below, unwanted prescheduled call shifts may be assigned by reverse seniority rotation. Thus, nurses shall be assigned uncovered prescheduled call shifts in reverse seniority order until all qualified unit nurses have been assigned one call shift, whereupon the next uncovered call shift will be assigned to the most junior qualified nurse, and the process will be repeated. This process shall not be subject to the four (4) week schedule. A nurse assigned by reverse seniority may not be required to take care of inpatients assigned to the PACU when it is being used as a bedded unit.

iv. Unwanted prescheduled call shifts shall be offered to qualified nurses outside the unit who have signed up on an ongoing availability list for this purpose.

v. Notwithstanding the above, nothing in this paragraph supersedes the weekend exemption for nurses with twenty (20) years seniority as provided for in Article 7 Section D (b). (See Appendix E for definitions and procedures.)

F. RELIEF IN HIGHER CLASSIFICATION

Registered Nurses who relieve in a higher classification shall receive additional compensation of twenty-four dollars (\$24) per shift to commence the first day of relief work.

ARTICLE 6. CHANGE IN STATUS

(see also Article 35)

When a nurse changes from a full-time to a part-time schedule or from a part-time to a full-time schedule, the nurse shall be subject to the following rules with respect to tenure steps and accumulation of fringe benefits.

A. REGULAR FULL-TIME TO REGULAR PART-TIME

1. Stay in same tenure step;
2. Keep same anniversary date for tenure and benefits;
3. Carry over fringe benefit accumulation to date of change, prorated fringe benefits after date of change.

B. REGULAR FULL-TIME OR PART-TIME TO SHORT HOUR OR PER DIEM

1. Stay in same tenure step;
2. Further tenure step movement on next anniversary date, provided nurse meets the appropriate hours work requirement set forth above (Article 5, Section C(2));
3. Pay off the earned and accrued vacation for which the nurse is eligible and pay off earned and unpaid holidays.

C. REGULAR PART-TIME TO REGULAR FULL-TIME

1. Stay in same tenure step;
2. Keep same anniversary date for tenure and benefits;
3. Carry over fringe benefits accumulated as of date of change; after date of change, accumulate fringe benefits at full-time rate.

D. SHORT HOUR OR PER DIEM TO REGULAR FULL-TIME OR REGULAR PART-TIME

1. Stay in same tenure step;
2. Further tenure step movement on anniversary date, provided nurse meets the appropriate hours work requirement as set forth above (Article 5, Section C(2));
3. Starts fringe benefit accumulation at full-time or pro-rated part-time rate as of date of change in status. However, if the nurse previously was a regular full-time or regular part-time nurse at the Hospital with no break in service, the nurse retains for fringe benefit accumulations the same date the

nurse had when a regular full-time or regular part-time nurse, adjusted forward for the length of time in short-hour or per diem status. The nurse also in such cases retains any unused sick leave accumulated while in regular full-time or regular part-time status.

ARTICLE 7. HOURS OF WORK

A. STRAIGHT-TIME

1. The straight-time work week shall be forty (40) hours, five (5) days per week. A straight-time day's work will consist of no more than eight (8) hours. Travel time between UCSFBCCHO, Camp Sweeney, and Juvenile Hall shall be paid as time worked to the extent required by applicable law.

2. (a) Reduced-Hours Schedule Option

(i) Regular full-time and nine tenths nurses on the night shift with six (6) or more months of seniority with the Hospital shall have the right to elect a regularly scheduled four (4) shift week. Such nurses shall be compensated at four-fifths (4/5) of the regular weekly full-time salary, and Article 7, Section D (Weekends Off) shall be applicable.

(ii) Regular nurses on the night shift with two (2) or more years of seniority with the Hospital shall have the right to elect a regularly scheduled three (3) shift week. Such nurses shall be compensated at three-fifths (3/5) of the regular full-time weekly salary and Article 7, Section D (Weekends Off) shall be applicable.

(iii) Regular full-time and nine-tenths (9/10) nurses on the PM shift with two (2) or more years of seniority with the Hospital shall have the right to elect a regularly scheduled four-shift week. Such nurses shall be compensated at four-fifths (4/5) of the regular full-time weekly salary and Article 7, Section D (Weekends Off) shall be applicable.

(iv) Regular, full-time through seven-tenths (7/10) nurses on the PM shift with five (5) years of seniority with the Hospital shall have the right to elect a regularly scheduled three-shift week. Such nurses shall be compensated at three-fifths (3/5) of the regular full-time weekly salary and Article 7, Section D (Weekends Off) shall be applicable.

(v) Regular full-time and nine-tenths (9/10) nurses on the day shift with four (4) or more years of seniority with the Hospital shall have the right to elect a regularly scheduled four-fifths (4/5) week. Such nurses shall

be compensated at four-fifths (4/5) of the regular full-time weekly salary and Article 7, Section D (Weekends Off) shall be applicable.

(vi) Regular full-time through seven-tenths (7/10) nurses on the day shift with twenty (20) or more years of seniority with the Hospital shall have the right to elect a regularly scheduled three (3) shift week. Such nurses shall be compensated at three-fifths (3/5) of the regular full-time weekly salary. However, such nurses electing the three-fifths (3/5) day option subsequent to August 1, 1997, shall be subject to Article 7(D)2(a), and shall not be eligible for provision in Article 7(D)2(b) (except where more liberal policies and provisions are applicable).

(vii) Regular full-time through seven-tenths (7/10) nurses on day shift with twenty-five (25) or more years seniority with the Hospital shall have the right to elect a regularly scheduled three (3) shift week. Such nurses shall be compensated at three-fifths (3/5) of the regular full-time weekly salary and Article 7 Section D (weekends off) shall be applicable.

The above reduction of hours may be to either 3/5, 7/10 or 9/10s.

(b) Consecutive Days Off A nurse exercising any of the above options shall be granted two (2) consecutive days off, respectively, each week.

(c) Implementation Nurses eligible to elect the above options shall be placed on such schedule as promptly as the vacancy created by the nurse's election to reduce nights, PMs, or days of work can be satisfactorily filled. It is the intention of the parties, insofar as it is practical and possible, to reschedule the nurse no later than thirty (30) days from the date of election notification by the nurse to the Hospital.

B. OVERTIME

There shall be no mandatory overtime except in emergency situations declared by the local, state or federal government. In the event of such a state of emergency, the hospital will take all reasonable steps to utilize volunteers and obtain coverage from other sources prior to mandating.

1. Work Week If required to work in excess of forty (40) hours in any one (1) work week, a nurse shall be paid overtime at the rate of time and one-half (1-1/2) the straight-time pay except in the case of Section C below or by consent of the nurse in writing.

2. Workday If a nurse is required to work in excess of eight (8) hours in any one workday, excluding a meal period, or in excess of eight (8) hours in consecutive time, excluding meal period, such nurse shall be paid at time and

one-half (1-1/2) the nurse's straight-time rate for such work in excess of eight (8) hours.

If a nurse is required to work in excess of twelve (12) hours in any one workday, excluding a meal period, such nurse shall be paid at double (two times) the nurse's straight-time rate for such work in excess of twelve (12) hours.

3. Authorization of Overtime All overtime worked by a nurse should be authorized in advance if possible, otherwise the claim for overtime shall be subject to review. If it is not possible on the day overtime is worked to secure authorization in advance, the nurse shall record the overtime on the day overtime is worked and the reasons therefore on a record made available by the Hospital and give the same to the supervisor at the earliest opportunity.

4. Lunch Period and Payment for Lunch Time Worked Full shift nurses who are scheduled to work eight (8) hours within a spread of eight and one-half (8-1/2) hours shall receive not less than one-half (1/2) hour for lunch. If such nurse is required to work during the lunch period, such lunch period shall be paid as time worked in addition to payment for the full shift and shall be deemed time worked for the purpose of computing overtime.

5. Timekeeping Time records should be accurate, but it is recognized that some timekeeping systems are based upon a designated portion of an hour rather than to the precise minute. The timekeeping system shall compute time for overtime purposes to the nearest one-quarter (1/4) hour. Such a system of timekeeping should not, however, be more stringent in docking nurses who are late than in permitting uncompensated work time.

6. Overtime Conversion Table

<u>Actual Minutes</u>	<u>Overtime</u>
1 through 7 minutes	None
8 through 22 minutes	1/4 hour
23 through 37 minutes	1/2 hour
38 through 52 minutes	3/4 hour
53 through 67 minutes	1 hour
and so on	

The foregoing applies to compensation only, and in no way does it modify the requirements for punctuality and adherence to a nurse's schedule.

7. Distribution of Overtime The Hospital shall use its best efforts to distribute overtime work among nurses on each unit on each shift by seniority. With overtime requests of four (4) hours or less, management may grant a

nurse whose overtime will be paid at time and one-half (1-1/2) their regular rate prior to a nurse who will be paid double (two-times) their regular rate. Management may offer the overtime to an RN who agrees to work a double without taking another shift off before they offer the overtime to an RN requesting a shift off. RNs have the right to request another shift off when agreeing to work overtime. The shift that is requested off must already be on a posted schedule.

Nurses shall not work more than the following, except in an emergency:

(a) 16 hours in a 24 hour period.

(b) 10 consecutive days or more than 96 hours (whichever comes first) without a 24 hour rest period between shifts.

Hours paid as on call will be excluded from the restrictions above.

C. REST PERIODS

Each nurse shall be granted a rest period of fifteen (15) minutes for every four (4) hours of work, or major fraction thereof, without deduction in pay.

Break Time for Lactating Nurses:

Nurses shall be allowed reasonable break time in accordance with the law to express breast milk as necessary. The space provided will be in accordance with the law (i.e. space will be functional for lactation, shielded from view, free from intrusion, etc.). Nurses will be requested to clock out/in in accordance with the law.

D. WEEKENDS OFF

1. Definition of Weekend A weekend means Saturday and Sunday, except in the case of a night shift it means Friday and Saturday.

2. (a) Guarantee to All Nurses of Weekends Off The Hospital will grant each nurse every other weekend off and will guarantee that each nurse will not be required to work two (2) weekends in a row. The employer will not split a nurse's weekend and schedule the nurse to work one of the two shifts on a single weekend without the nurse's consent. In units where nurses are only scheduled on one of the two weekend shifts due to the unit being closed on the other weekend day this provision shall also apply. The above weekend off provisions may be waived on the written request of the individual nurse. If the Hospital requires the nurse to work more than two (2) consecutive weekends, the nurse will receive pay at time and one-half (1-1/2) for work performed on the 3rd consecutive weekend or portion thereof, and time and one-half (1-1/2) for each weekend in a row thereafter and every succeeding

weekend worked until granted a weekend off. For purposes of the preceding sentence, a “weekend” is defined as one or more weekend shifts; therefore, a nurse will receive pay at time and one half for working a 5th and/or 6th weekend shift in any three consecutive weekends. Any shifts of six (6) hours or less worked on a weekend will not be counted in the calculation of weekend overtime unless the nurse was sent home early from a longer shift. For purposes of this paragraph, “work” means time actually worked by such nurse.

(b) All nurses with twenty (20) years of seniority shall be granted at least three weekends off out of four. In the event that sufficient nurses have been scheduled to cover weekend needs, additional weekends off shall be granted by seniority on each unit and shift. Weekend work for such nurses shall be scheduled in accordance with Article 7 G, Posting of Work Schedules. Following ratification, nurses with twenty (20) years of seniority shall be provided an opportunity to select a preferred weekend schedule, by seniority. Future requests to change the preferred weekend schedule will not be unreasonably denied.

Except as a last resort in a critical circumstance, or as required by Article 38C.2.b.(ii), Major Holiday Off no nurse will be involuntarily required to work a different weekend than the weekend or weekends on her/his preferred schedule. However, nurses may submit a schedule request that differs from their preferred schedule, and such requests shall not be unreasonable denied.

(c) More Liberal Policy

(i) The Hospital will not change a more liberal policy in effect January 1, 1971.

(ii) It is the intention of the Hospital which (after January 1, 1971 but prior to July 1, 1979) adopted a more liberal policy (such as every other weekend off or four (4) weekends off out of ten (10)) to continue such more liberal weekend off policy. If, contrary to this intention, operational requirements make it necessary to reduce such a more liberal policy, the Hospital agrees to notify the Association in advance and upon request, will meet to discuss this matter. If there is disagreement between the parties, the matter may be referred to Article 36, Adjustment and Arbitration.

(d) Scheduling Requirements for Per Diem Nurses

(i) Each per diem nurse hired on or after January 1, 1980 is required to work four (4) weekend shifts in each two-month period. (For purposes of this article, the two-month periods are January/February, March/April, etc.) For the night shift, a weekend is Friday and Saturday, for

day and pm shifts, a weekend is Saturday and Sunday. Contingent on the approval of the Nurse Manager, staffing needs, and seniority, a night per diem nurse may work a Sunday night as a weekend shift. It is agreed that nurses who are assigned to work a double shift during one weekend shall have worked two (2) shifts toward their weekend commitment for that two-month period.

(ii) All per diem RNs with twenty (20) years seniority may not be required to work more than two (2) weekend shifts in each two (2) month period as stated above.

(iii) Per Diem nurses shall not be required to pre-schedule to fulfill this requirement; however, such nurses shall be permitted to voluntarily schedule in advance for available shifts in accordance with Hospital procedures.

(iv) Each per diem nurse shall be required to work three (3) holidays per year, one (1) holiday of which must be Thanksgiving, Christmas, or New Year's Day. For purposes of this article, the nurse's birthday shall not be considered a holiday.

3. Split Days Off and Eighty-Hour Option Also, in order to accomplish the above, there shall be no restrictions on split days off, and the Hospital may utilize back-to-back work weeks and the "eighty-hour option" under the Fair Labor Standards Act for the purposes of computing overtime, except as modified in Article 7(F).

4. Waiver in Case of Catastrophe In the event of a major catastrophe, the Association will waive any penalty payment provided for above (Section D(2)).

E. REST BETWEEN SHIFTS

Each nurse shall have an unbroken rest period of at least twelve (12) hours between shifts and of at least fifty-five (55) hours between shifts when the nurse is off on the weekend or two (2) consecutive days off and of at least thirty-one (31) hours between shifts when the nurse is off on a holiday or on a single day off. All hours worked within the above rest periods shall be paid at the rate of time and one-half (1-1/2). This provision may be waived on the request of the individual nurse and with the agreement of the supervisor. Overtime for which premium pay is given shall count as rest periods for purposes of this paragraph.

F. PREMIUM PAY AFTER SEVEN CONSECUTIVE DAYS OF WORK

A nurse required to work more than seven (7) consecutive days without a day off shall be compensated thereafter at time and one-half (1-1/2) for each day worked or portion thereof until granted a day off. This provision may be waived on the request of an individual nurse and with the agreement of the supervisor.

G. POSTING OF WORK SCHEDULES

Time schedules, including shift start times, and days off shall be posted fourteen (14) days in advance with the understanding that changes can be made by the Nurse Manager to ensure adequate staffing.

The Hospital shall use its best efforts to grant nurses' requests for preferred work/days off schedules on the basis of each individual nurse's seniority with the Hospital provided it is understood that the Hospital retains its right to schedule nurses in accordance with patient care needs. The Hospital shall not be required to grant a request for any shift that shall result in overtime anywhere on the monthly schedule.

Nurses may request to work every weekend or any three of four weekends for a given scheduling period. Such requests will be granted based on seniority and weekend need. Nurses prescheduled in this manner shall not be required to waive the weekend overtime.

Managers and out of the bargaining unit RNs employed by UCSFBCHO shall not be pre-scheduled in staffing. Managers and out of the bargaining unit RNs employed by UCSFBCHO will not work in staffing in non-emergent situations until all procedures outlined in the contract and side letter on Scheduling, Posting, and Awarding Extra Work are exhausted. If a manager or out of the bargaining unit RN goes into staffing, the staffing office will make reasonable efforts to find a bargaining unit RN to replace the manager or out of the bargaining unit RN as soon as possible.

Each RN is put on the schedule at her or his position hours/rate, appointed number of shifts per pay period. Each unit will post a schedule with everyone fulfilling their position requirements, with shifts off for PTO, annual/pre-scheduled PTO, leave, etc. Nurses may submit a written request to switch shifts. The switch will be approved by the unit manager or designee if consistent with patient care needs. Absent patient care needs, if more than one nurse wants to switch shifts, seniority is the deciding factor.

Once the schedule is posted, nurses may find their own replacements by trading their shift with a qualified RN, provided that neither the trading RN nor the replacement RN will earn any premium pay as a result of the trade, unless expressly approved by the unit manager or designee after full disclosure. The qualified RN may come from outside the trading RN's unit. All trades and/or shift give-aways will be approved by the unit manager or designee, if consistent with patient care needs.

If a 12 hour nurse wishes to trade shifts, the following options exist: 12 hour RN trades with 12 hour RN; 12 Hour RN trades with an 8 hour RN and another 4 hour RN, all at straight time; 12 hour RN trades with a 4 or 8 hour RN and then works the remaining uncovered hours; 12 hour RN trades with an 8 hour RN and 4 hours remain uncovered, at the discretion of the nurse manager, based on the staffing availability on the date requested.

Short hour, Per Diem, and Temporary nurses who wish to give their shift away without picking up another shift take the day off without pay. Regular Full-Time and Regular Part-Time nurses who wish to give their shift away without picking up another shift will be required to use PTO, unless Article 38C.6(a) applies. If 12 hour nurses wish to give their shift away without picking up another shift, they will be required to replace their 12 hour shift and use PTO, unless Article 38C.6(a) applies.

H. WAIVERS

The above provisions concerning weekends off (Article 7(D)), rest between shifts (Article 7(E)), and premium pay after seven (7) consecutive days of work (Article 7(F)) may be waived on the written request of an individual nurse and with the agreement of the supervisor. Such requests for waivers shall be in writing, and the individual nurse shall indicate the time period during which such waiver shall be in effect. The Hospital shall furnish a copy of such written waiver to the nurse representative designated by the Association for such purpose.

I. SHIFT ROTATION

1. Preamble. The parties hereto agree that the practice of rotating nurses from one shift to another is not desirable but is necessary on some occasions from the standpoint of patient care. It is, therefore, not the purpose of this section to increase the incidence of shift rotation. The Hospital agrees not to increase the percentage of rotating positions in any unit above the level in effect in that unit on January 1, 1986.

2. Redistribution of existing rotating-position percentages per unit to units which currently have none will be accomplished by a corresponding reduction in the percentage of rotating positions now assigned to individual units. Units receiving these rotating-position percentages will then use this percentage as their maximum allocation. The percentages referred to are the percentages per unit in effect as of January 1, 1986.

3. Premium Pay for Shift Rotation This section shall be applicable to nurses scheduled to work more than two (2) shifts per week, as agreed by the parties.

(a) Temporary rotation of shifts occurs when a regular nurse is assigned to a shift other than the nurse's regularly scheduled shift (day to PM or night; PM to day or night; or night to day or PM). The shift which the nurse temporarily works is known as the "rotating shift."

A regular nurse working such temporary rotation shall be paid a premium of \$4.75 per shift for each rotating shift worked. This premium is in addition to any shift pay or to the differentials received for working a PM or night shift.

(b) Permanent rotation of shifts occurs when a regular nurse is scheduled to work on more than one shift on a recurring basis (e.g., twelve (12) weeks on days followed by six (6) weeks on PM or night, two (2) weeks on PM followed by two (2) weeks on days, etc.).

A regular nurse working such permanent rotation shall be paid a premium of \$4.75 per shift for all PM and/or night shifts worked, but not for day shifts worked. This premium is in addition to any shift pay or to the differentials received for working a PM or night shift.

(c) Rotation of shifts is not involved and premium pay under this section is not required in the following situations:

(i) When a nurse is permanently reassigned to another shift, and, in such cases, the nurse has a new permanently assigned shift.

(ii) When a nurse reverts from a "rotating shift" back to the nurse's permanently assigned shift.

(iii) (aa) Temporary Rotation When the "rotating shift" or hours worked receive a premium by reason of daily, weekly, or biweekly overtime.

(bb) Permanent Rotation When the "rotating shift" or hours worked receive a premium by reason of daily overtime.

(iv) When a nurse is assigned to another shift for training, orientation, education, or additional training.

4. Rotation by Seniority

Nurses shall not be required to rotate, except as follows: Where rotation of such nurses is necessitated by an emergency in order to provide safe patient care. Consistent with a nurse's qualifications to perform the work, they may be assigned to rotate on the basis of reverse seniority, provided that reasonable attempts to obtain qualified nurses, such as volunteers and other sources, for relief staffing have been undertaken, and have been unsuccessful. The foregoing does not prevent a nurse from electing to work on a rotating shift.

J. REDUCTION OF HOURS FOR MEDICAL REASONS

Requests for reduction of hours by nurses for medical reasons shall be considered by the Hospital on a case-by-case basis, and such requests shall not be unreasonably denied.

Accommodations under this provision shall be re-evaluated every ninety (90) days, or at the expiration of the underlying medical certification, whichever comes first. A reevaluation may also occur when the nurse requests an extension or when the circumstances described by the underlying certification have changed significantly. If Employee Health verifies and determines that the need for accommodation under this provision is permanent, the Hospital will grant a permanent reduction of hours in the RN's current position. For a permanent reduced hours positions, CNA and the Hospital agree that the reduction referred to is a waiver of the seniority requirements in Article 7.A.2.(a) Reduced hours schedule option. If a change in status is necessary the Hospital and CNA will review on a case by case basis.

K. REPORTING PAY

Any nurse who reports for work on a scheduled shift without receiving prior notice that no work is available shall be guaranteed a minimum of four (4) hours work or pay, if the hospital does not make such work available. This provision shall not apply if the hospital makes a reasonable effort to notify the nurse at least ninety (90) minutes before the nurse's scheduled reporting time.

ARTICLE 8. GROUP HEALTH, DENTAL, DRUG, AND VISION PLANS

A. SCOPE

The Hospital will continue to enroll all eligible regular full-time and regular part-time nurses covered by this agreement in the Hospital's Group Health, Dental, Vision, and Drug Plans contracted for by the Hospital. The Hospital, in selecting a primary coverage method will maintain the same benefit levels in such programs, at the Hospital's expense, item by item, equivalent to the Hospital's Standard Blue Cross Plan as amended effective January 1, 1981; the Hospital's Standard Dental Plan as amended effective January 1, 1976; the Hospital's Standard Prescription Drug Plan as amended effective January 1, 1976; and the Hospital's Standard Vision Care Plan, as amended effective January 1, 1980; and that such a coverage method will have no greater payment by the employee than these plans.

Effective January 1, 1994 the existing health, dental, vision, and drug plans may be in the form of a Preferred Provider Organization (PPO) which provides at least the same level of benefits, referred to in the above paragraph. Employees opting to use health services and providers including physicians, dentists, and hospitals outside UCSFBCHO's PPO network will be reimbursed sixty-five percent (65%) of the PPO's UCR charges. Hospital services provided by UCSFBCHO will be reimbursed at one hundred percent (100%).

The Hospital will continue to provide an HMO option to all regular full-time and regular part-time employees and will make its best effort to continue to offer the Kaiser Plan.

Effective January 1, 2008, the Hospital will hold an annual open enrollment for CNA members to allow eligible employees to switch to their preferred plan, i.e., HMO, PPO, etc. Notice to and information for employees will be made available on the first of October each year and employees will have until October 31 to complete the necessary forms. The changes will become effective on January 1, the following year.

An outline of benefits of the above plans will be sent to CNA and will be distributed to the nurses at the Hospital.

Changes to Group Health, Dental, Vision, and Drug plans negotiated in 2001 include the following:

The annual cap on dental benefits and lifetime maximum for orthodontia shall be \$1600.00.

Effective: 7/14/01 \$1300
1/01/02 \$1400
1/01/03 \$1500
1/01/04 \$1600

Increase the lifetime maximum on orthodontia to \$1900.00, effective 1/1/20.

100% pay of dental preventative services, based on terms of the plan.

Vision - \$300 per calendar year, full discretion as to use within plan benefit parameters.

Mental health benefit 80% in network, 65% of UCR out of network (applies to PPO plan).

Preventative Care (applies to PPO plan):

No charge for the following preventative care, if obtained from a network provider in accordance with the terms of the plan: routine physical; prostate exam; annual pap test; annual mammogram; adult immunizations and vaccinations; sigmoidoscopy; well child exams to age 17, allergy tests; venereal disease tests; hearing exam.

Effective 1/1/02: Above preventative care covered at 65% of UCR out of network.

Health Plan Changes, effective 1/1/05 include:

HMO

Office co-pay - \$10.00
RX co-pay – no change to current plan
ER co-pay - \$50.00, waived if admitted

PPO

Deductible - \$150/\$300
Annual Out of pocket max (after deductibles) - \$1000/\$2000
ER co-pay - \$50.00, waived if admitted

Health Plan Changes, effective 1/1/12 include:

Dental Annual Deductible \$50 per covered participant

HMO

100% employer paid monthly premium
Office co-pay - \$15.00
RX co-pay – generic \$10/ brand \$20/ non-formulary \$30
Annual out of pocket maximum \$1500/\$3000 (including drugs)

PPO

15% total monthly employee premium payment

Deductible - \$250 individual/\$500 family

Office co-pay - \$15.00

RX co-pay – generic \$10/ brand \$20/ non-formulary \$30

Annual out of pocket maximum drug plan \$5600/\$11200

PPO Reimbursement for Services at UCSFBCHO:

All inpatient and outpatient services provided at and/or by UCSFBCHO will be reimbursed at 100%, except as follows:

(a) Outpatient pharmacy – 90%

(b) Radiology services for adults provided at UCSFBCHO – except 100% reimbursement if ordered by Employee Health, the Emergency Department, or a UCSFBCHO employed or contracted physician currently practicing at UCSFBCHO.

Any nurse who received a bill on or after 6/1/04 that did not comply with these guidelines may submit it to Employee Benefits for reimbursement.

When a covered member of the UCSFBCHO PPO is admitted to a PPO Hospital, and the Admitting MD is a PPO provider, then all services during that admission will be paid at the PPO network percentage rate.

B. ELIGIBILITY OF NURSES

1. Regular Nurses An eligible nurse is a regular nurse who has worked continuously for the Hospital for twenty (20) or more hours a week for a period of sixty (60) days and who continues to work such a schedule. Group benefit coverage shall become effective the first day of the month following completion of sixty (60) days of continuous employment.

2. Accessibility to Health Plan for Short-Hour and Per Diem Nurses Short-hour and per diem nurses who are regularly scheduled on a predetermined work schedule of one (1) or two (2) shifts a week (as defined in Article 4, Section A) may be covered by the above group health insurance, dental, drug, and vision plans if they pay for such coverage themselves. Under the eligibility rules of Blue Cross, this may only be done when seventy percent (70%) or more of the nurses in such short-hour and per diem classifications employed by the Hospital elect to obtain and continue such coverage. If the figure goes below seventy percent (70%) at any time, such coverage will be discontinued under the Blue Cross eligibility rules. A short-hour or per diem Registered Nurse who elects such coverage must make her/his payment to the

Hospital monthly by the fifth day of each month, and the Hospital will transmit such payment to Blue Cross. If the short-hour or per diem nurse's payment for such coverage is not made to the Hospital on a timely basis, such coverage shall be discontinued. The Hospital and a short-hour or per diem nurse may agree that such payment shall be made by the nurse to the Hospital on a payroll deduction basis upon written authorization of the individual nurse, but this can only be done by mutual agreement.

C. FAMILY COVERAGE

1. Dependent Coverage An eligible nurse's spouse, domestic partner, and dependent children of the nurse, spouse, or domestic partner up to twenty-six (26) years of age may be enrolled without charge in the Health, Vision, Dental, and Drug Programs.

D. COVERAGE DURING DISABILITY

The Hospital will continue coverage of a nurse disabled for work by a job-connected injury or illness as determined by the Worker's Compensation Appeals Board during such disability up to a maximum of twelve (12) months.

ARTICLE 9. GROUP LIFE INSURANCE AND OTHER BENEFITS

The Hospital will provide each eligible nurse with \$10,000 group life insurance and \$10,000 accidental death and dismemberment coverage, and the cost of such coverage shall be paid by the Hospital.

Such coverage shall become effective the first day of the month following completion of ninety (90) days of continuous employment.

Eligible nurses shall be allowed to purchase supplemental life insurance coverage through monthly payroll deduction in accordance with the terms of the group plan.

All RNs shall be afforded access to purchase Long Term Care Insurance and group legal plans, to the extent the Hospital in its discretion, offers such plans to unrepresented employees.

ARTICLE 10. BENEFITS FOR NURSES WORKING LESS THAN FULL-TIME

A. NURSES WORKING OVER 20 HOURS EACH WEEK

Upon employment, each nurse employed on a regular predetermined schedule of twenty (20) hours per week or more shall have applicable the terms

and conditions as set forth in Article 5(B) (Credit for Previous Experience); Article 5(C) (Tenure Increases); Article 5(D) (Differentials); Article 5(E) (Standby Leave and Call Back); Article 9 (Vacations); Article 10 (Holidays); (for Articles 9 & 10 effective January 1, 2000 – refer to Article 38.); Article 11 (Group Health, Dental, Vision, and Drug Plans); Article 12 (Group Life Insurance); and Article 16 (Retirement Program). The compensation of time off benefits for regular part-time nurses and nurses working less than forty (40) hours per week shall be in the same ratio that the nurse's regular schedule bears to a forty (40) hours per week schedule.

B. PART-TIME NURSES

Regular part-time nurses who are regularly assigned for a period of ninety (90) days to work shifts in addition to their initial schedule shall receive retroactive credit for benefits for the additional hours worked.

C. SHORT-HOUR, PER DIEM, AND TEMPORARY NURSES

Short-hour, per diem, and temporary nurses are ineligible for all fringe benefits such as, but not necessarily limited to, the following: PTO/ESL, group life insurance, hospital paid Group Health, Dental, Drug and Vision Plans, hospital paid Long Term Disability Coverage, paid Bereavement Leave, paid Jury Duty, or paid Educational Leave.

Such nurses will, however, be compensated at the rate of time and one-half (1-1/2) for work performed on a recognized holiday listed in Article 35, Section F. Such nurses may have accessibility to coverage under the Group Health, Dental, Drug, and Vision Plans as provided in Article 8, Section B(2). Effective January 1, 2002, such nurses may participate in the Retirement Program in accordance with Article 13. Effective March 2, 2015, paid sick leave at the rate of one (1) hour for every thirty (30) hours of work up to a maximum of seventy-two (72) hours. Effective July 1, 1987, per diem nurses shall be eligible for unpaid leaves of absence in the same manner as is available to regular and short-hour nurses. Access to Long Term Care Insurance and group legal plans at the employee's own cost as listed in the last paragraph in Article 9.

ARTICLE 11. LEAVES OF ABSENCE

A. ACCRUAL OF RIGHTS

Authorized leaves of absence for any purpose shall not affect previously accumulated sick leave, vacation time, or tenure.

Employees' leaves of absence requests shall not be unreasonably denied, provided such leaves do not seriously affect staffing requirements.

B. WRITTEN AUTHORIZATION

The nurse must request the leave in writing using the standard form and guidelines established by the Hospital and the Hospital shall give the nurse a written response.

C. CHANGE OF ANNIVERSARY DATE

Anniversary date for the purpose of salary tenure steps and seniority will not be changed until the nurse exceeds thirty (30) consecutive days leave of absence without pay. In all cases the first thirty (30) days shall not be counted when the anniversary date is changed.

D. MEDICAL LEAVE

Nurses with at least one (1) year of employment with the Hospital shall, upon provision of certification of disability in accordance with the Hospital procedure, be granted up to six (6) months of medical leave during a twelve (12) month period for any serious medical condition which renders the nurse unable to work. For purposes of this leave, a twelve (12) month period is measured forward from the first date this leave is used.

Medical leaves may be extended beyond six (6) months up to a maximum of twelve (12) months under the following two (2) circumstances:

1. If, at the end of six (6) months of medical leave, a nurse remains unable to work, her/his leave may be extended to a maximum of twelve (12) months as follows:

(a) If s/he has OSL/ESL remaining at the end of six (6) months, the leave will be extended, as long as the nurse qualifies for continued leave, to a maximum of twelve (12) months or the exhaustion of the OSL/ESL, whichever comes first; or

(b) If s/he elected to use PTO upon exhaustion of OSL/ESL, the leave will be extended, as long as the nurse qualifies for continued leave, to a maximum of twelve (12) months or the exhaustion of the OSL/ESL and PTO, whichever comes first.

2. If, at the end of six (6) months of medical leave, a nurse provides certification of major catastrophic illness, in accordance with the Hospital procedure, her/his medical leave will be extended for the period of time certified up to a maximum of twelve (12) months.

E. WORK RELATED INJURY AND ILLNESS

A nurse who is temporarily disabled as a result of a work-related injury or illness will be granted a leave for a maximum of twelve (12) months. Extension beyond twelve (12) months will be considered in exceptional, compelling circumstances. Nurses may make a written request to use their own primary care provider instead of the Hospital's worker's compensation doctor prior to incurring an injury by completing a state mandated form (currently called "Pre-designation of Personal Physician") provided by Employee Health.

F. PROFESSIONAL LEAVE

The parties agree that it is desirable for the nurse to participate in professional activities so long as they are not inconsistent with staffing requirements of the Hospital and that the Hospital should grant such leave.

Nurses who have completed the probationary period may request unpaid leaves of absence not to exceed thirty (30) days for professional activities, such as, but not necessarily limited to, educational workshops, seminars, continuing education courses, and participation in bona fide activities of the Association and other professional nursing organizations. The Hospital will grant such leaves except on those occasions when such leaves would seriously affect staffing requirements. During a leave of at least one work week to participate in Association activities, the nurse shall be fully compensated by the Employer for any work days missed provided that CNA has advanced sufficient funds for this purpose (including payroll taxes). Pay shall be at the nurse's regular rate for the nurse's regularly scheduled hours. No pay will be due for hours in excess of the nurse's regular work day, or in excess of the nurse's regular workweek. Time spent on Association leave is considered paid time for all purposes except that it will not be considered time worked for the purposes of overtime calculation only. The foregoing compensation provision shall apply to a maximum of three (3) leaves in a calendar year if taken in segments of a week or more or may be taken in daily segments.

Professional leaves under this section must be requested in writing thirty (30) days in advance of the proposed commencement of the leave, except as set forth below, or in cases where it is not possible to give thirty (30) days notice, in which event the nurse must give as much notice as possible.

A nurse may participate in disaster relief efforts sponsored by a state or federally recognized agency, including Registered Nurse Response Network (RNRN). The nurse must request such leaves seven (7) days in advance unless the nature of the disaster makes that amount of notice impossible, in which

case the nurse must give as much notice as possible. The nurse will make her/his best effort to replace shifts on a posted schedule.

G. EXTENDED ASSOCIATION LEAVE

Upon at least thirty (30) calendar days written advance request from CNA and the nurse, one (1) bargaining unit Nurse shall be granted an extended leave of absence without pay to engage in union business. In no situation shall the leave of absence be granted for a period of more than six (6) months. During the leave of absence, the nurse shall be in a “without pay and without benefits” status and during the term of the leave of absence the Hospital shall in no way be obligated to provide pay or benefits for the nurse, except during this leave, the nurse’s seniority will continue to accrue as if s/he had worked her/his usual scheduled hours.

No other benefits will accrue during this leave, nor may the nurse use educational leave or PTO/ESL during this leave. The nurse will be allowed to continue group insurance benefits during this leave at the nurse’s expense, in accordance with applicable law.

H. MATERNITY, PATERNITY, AND PARENTAL LEAVE

Maternity Leave

1. Maternity leave without pay up to six (6) months or longer if required by law, shall be granted to nurses. For nurses with one or more years of employment, this leave may be extended up to an additional six (6) months upon mutual agreement between the Hospital and the nurse.

2. The Hospital agrees that it will not unreasonably withhold consent to extending the maternity leave. Three (3) weeks notice in writing to the Hospital is required for return from maternity leave of absence.

Paternity/Parental Leave

3. A nurse with one (1) or more years of employment shall be granted up to six (6) months of leave, in the following circumstances:

- (a) The birth of a child to the nurse’s spouse or domestic partner;
- (b) At the time of the adoption of a child.

The Hospital will comply with its obligations under the law with respect to baby bonding leave. Baby bonding leave is included in the six (6) months Maternity and Paternity/Parental leaves and may be taken intermittently within the first year of birth as provided by law.

I. BEREAVEMENT LEAVE

After ninety (90) calendar days of employment employees shall be granted three (3) scheduled workdays as paid bereavement leave. These three (3) days must be taken within seven (7) days of the death of or funeral service for the immediate family member, which shall be defined to include domestic partner, spouse, mother, father (or individuals who have, prior to that employee having attained legal majority, officially stood in the place of mother or father), daughter, son, current foster child, current legal ward, adopted child, current stepmother, current stepfather, current stepchildren, current mother-in-law, current father-in-law, sister, brother, grandchild, great grandchildren, and grandparents. For purposes of this Section, relatives of a domestic partner are equivalent to relatives of a spouse.

An additional two (2) days of leave without pay shall be allowed for the employee to attend a funeral out of the State of California. Leave without pay shall not be unreasonably denied to allow the employee to attend the funeral of relatives not listed above. If the Hospital has reason to suspect fraud or misrepresentation, the Hospital may require reasonable proof of death in order to qualify an employee for bereavement leave.

This provision shall also apply to Short Hour nurses for the same family members. The leave shall be granted without pay.

J. SABBATICAL LEAVE

A nurse who has accumulated seven (7) years of seniority shall be granted, upon request, a sabbatical leave up to six (6) months in length provided such leave will not seriously affect staffing requirements. To request sabbatical leave a nurse must give three (3) months advance notice. A nurse shall be eligible to repeat such leave at seven (7) year intervals of accumulated seniority. The Employer will respond to the request within two (2) weeks of the date of the request.

K. NO SEASONAL BAN

A leave of absence request shall not be unreasonably denied because of the season of the year.

L. RETURN FROM LEAVE

When a nurse returns from a leave of absence not exceeding six (6) months in compliance with approved terms of the leave, such nurse shall be assigned to the same classification, position, unit, and shift s/he held before the leave.

If the leave is in excess of six (6) months and the nurse returns in compliance with the approved terms of the leave, the Hospital will use its best efforts to, and will not unreasonably deny, return of the nurse to the same classification, position, unit, and shift as occupied at the commencement of the leave.

Prior to the scheduled conclusion of an approved leave of absence longer than six (6) months, a Hospital representative shall meet with the nurse and an Association representative, upon request, to discuss the return from leave, and to adjust any dispute over the return from leave or extension requested by the nurse.

ARTICLE 12. EDUCATIONAL LEAVE

A. ELIGIBILITY CRITERIA

1. Scope A full-time nurse who works forty (40) hours per week shall be entitled to forty (40) hours of leave with pay each calendar year to attend courses, institutes, workshops or classes of an educational nature. Nurses working less than forty (40) hours per week shall be entitled to prorated educational leave. Newly hired nurses shall be entitled to educational leave prorated on a monthly basis from the first (1st) day of the month in which they are hired until the beginning of the next calendar year. All full-time and regular part-time nurses shall be eligible to take such leave following completion of ninety (90) days of continuous employment, provided:

(a) the nurse applies in advance in writing specifying the course, institute, workshop, or class the nurse wishes to attend;

(b) the nurse obtains permission from her/his Nurse Manager to attend;

(c) such leave shall not interfere with staffing.

2. No Unreasonable Denial Permission for such educational leave will not be unreasonably denied.

B. ACCUMULATION

A nurse entitled to apply for educational leave who does not apply waives it for that year. If a nurse requests educational leave and does not receive it in a particular year for which qualified, the nurse may accumulate it for the following year.

C. LEAVE AT THE REQUEST OF THE HOSPITAL

If the Hospital wishes the nurse to engage in an educational program other than In-Service Education Programs, the Hospital and the nurse may mutually agree that this is charged against the nurse's educational leave. If the nurse declines to engage in such educational program, the Hospital has the option to withdraw its request or to require the nurse to engage in such program, in which event it is not charged against the nurse's educational leave. It is understood that an individual nurse shall have a choice in the selection of the types of education programs in which the nurse will participate.

Continuing Education Units offered by UCSFBCHO will be free of cost.

Attendance at all mandated courses, including any Hospital-mandated study at home or preparation time, clinical training time, training programs, and in-service classes, including but not limited to TNCC, PALS, BLS, NRP, APON Modules, Chemotherapy, and Skills, shall be paid as time worked. All required modular training programs and competences shall be paid as time worked (which must be accomplished during working time if patient care permits, unless otherwise expressly approved by the Nurse's unit manager/designee). Mandatory class time shall count as time worked for all purposes including overtime but preparation time shall not be considered time worked for purposes of computing overtime. A non-exhaustive list of mandatory classes and associated preparation time is included on the following RN Mandatory Classes Grid. Mandatory training includes orientation and updates to maintain skills. For the classes and skills that are required by the patients on a unit that are low frequency but high risk, the Employer will maintain a pool of trained RNs so the service can be provided to the patients. The Hospital shall select from among qualified and interested nurses by seniority. Qualifications include declared interest, work commitment, and clinical expertise, as demonstrated by competency check-off and performance evaluations.

If an RN takes a class that requires a pool of RNs, as indicated with an "XP" on the RN Mandatory Classes Grid, using either ELOA or unpaid time, and then is subsequently requested by the Hospital to train in that specialty area, the RN, in collaboration with the Nurse Manager will be given one or more of the following options:

1. Receive retroactive pay or replacement of education leave hours for a class previously attended (if attended within the last twelve (12) months);
2. Retake the class on Hospital-paid time; or

3. Receive additional out of staffing training.

All RNs required to respond to Codes and Med Stats as members of the Code Team and all off site unit nurses shall participate at least annually in mock codes.

MANDATORY CLASSES

	BLS	PALS CERT	PALS REC	NRP CERT	NRP REC	CHEMO Biologicals	BMT	TNCC CERT/ RECERT	TRI AGE	ALL AC SKILLS	ALL OTHER UNIT SKILLS	ECMO	CAR- DIAC	CRRT	TRANS- PORT	PHER- ESIS	PRECEP- TOR
PICU	X	X	X			XP	XP	XP			X		XP	XP	XP		XP
ICN	X			X	X						X	XP			XP		XP
5/3Surg	X	X	X							X							XP
5South/East	X	X	X			X	X			X							XP
4 South	X	X	X							X							XP
ED	X	X	X					X	X		X						XP
OR	X	X	X								X						XP
PACU	X	X	X								X						XP
Day Hosp	X	X	X			X	X			X						X	XP
DI	X	X	X								X						XP
4 Med/Sum	X	X	X			X				X							XP
Juvenile Hall	X										X						XP
Clinics	X	X	X							X							XP
Walnut Creek	X	X	X								X						XP
CC FP	X	X	X	X	X			X	X		X				XP		XP
AC FP	X	X	X			XP				X							XP
PREP	1	4	2	4	2	*	*	4	*			*2	*	*	*	*8	
CLASS	3	16	8	6	4	16	16	16	8	8	variable	32	16	8	16	8	8
	recert		recert		recert			recert									
	Q 2		Q2		Q2			Q4									

PALs Cert., PALs Recert., NRP Cert., NRP Recert., and TNCC Cert.: Nurses who do not pass one of these examinations on their first attempt may again receive the above amount of paid preparation time prior to their second examination. If an RN who is not required to take PALS chooses to do so, at UCSFBCHO, class fees will be waived. In the PREP time row, the asterisk (*) indicates out of staffing orientation time is provided before a nurse is competent.

D. GUIDELINES

The following shall serve as guidelines for the programs covered by paid educational leave:

1. formally organized courses in nursing;
2. formally organized courses in related subjects leading to a degree in nursing;
3. formally organized seminars and symposia dealing with the contemporary practices of nursing;
4. formally organized specialized courses relating to nursing practice;
5. formally organized clinical nursing seminars and institutes such as maternity and child health and medical-surgical;
6. formally organized programs for health professionals open to Registered Nurses and which deal with issues involving patient care;
7. formally organized specialized programs not directly involving nursing but primarily related to patients' health and welfare (e.g., child development, counseling, home care, community health).
8. formally organized home study courses or programs.
9. A nurse may use an Education Leave day to be precepted out of staffing on another unit of her/his choice on a mutually agreeable date and shift.
10. A nurse may use an Education Leave Day to be precepted out of staffing to acquire IV skills on a mutually agreeable date and shift.
11. Educational leave for the use of a class, conference, or workshop will be given priority over requests for online home study courses.

The various areas covered above shall include those sponsored by a hospital, educational institutions, government agencies, or professional associations.

It is agreed that the above set forth activities shall be related to nursing practices with the employing hospital.

The nurse may be requested by management to make a report on such activity in writing to the Vice President of Nursing.

E. METHOD OF PAYMENT

1. Educational leave shall be paid if the educational program occurs on a day the nurse is not scheduled to work, provided the above criteria are satisfied.

2. If the educational program occurs on a day the nurse is scheduled to work, the following principles shall govern:

(a) If the educational program has a duration of four (4) or more hours within or without a shift in whole or in part, the nurse will be excused from her/his shift and receive eight (8) hours educational leave pay for such day, or up to a maximum of the nurse's regular schedule if less than eight (8) hours.

(b) If the educational program has a duration of less than four (4) hours and falls within the nurse's shift in whole or in part, the nurse will be paid for hours spent at the educational program and will work the balance of her/his shift or, at the option of the Hospital, the nurse can be excused from her/his entire shift and be paid eight (8) hours educational leave pay or up to a maximum of the nurse's regular schedule if less than eight (8) hours. The Hospital shall notify the nurse of the option it elects at the time it approves the leave request. In no case shall the combination of paid work time and paid educational leave exceed eight (8) hours per day or the nurse's regular schedule if less than eight (8) hours.

(c) If the educational program has a duration of less than four (4) hours and falls entirely outside the nurse's shift, the nurse shall receive Educational Leave pay for the hours spent in the educational program.

(d) In view of the fact that nurses assigned to the night shift of operations seldom, if ever, have educational programs available during their normal hours of work, the following shall apply: a night shift nurse who attends educational programs which would otherwise qualify under the Educational Leave and pay provisions but falls entirely outside of the nurse's night shift, may accumulate such Educational Leave time until s/he has accumulated the equivalent of a full shift. At that time, equivalent paid time off at the mutual convenience of the Hospital and the nurse will be arranged.

If the approved educational program is four (4) hours or more in duration, the Hospital will excuse the nurse from the night shift either immediately preceding or immediately following the program. The night shift from which the nurse shall be excused shall be determined by the Hospital,

and the deduction from accrued education leave shall be equal to the nurse's normally scheduled shift.

3. A nurse may request education leave time off to complete a home study course, by using the request form prepared by the Hospital. For calculation of time, one (1) CEU will be equal to one hour of education leave. The nurse must also sign the home study completion contract prepared by the Hospital (attached as Appendix D) that includes the nurse's commitment to complete the course and provide a certificate of completion to the nurse's manager within six (6) weeks. If the nurse fails to submit the certificate of completion within six (6) weeks, the contract authorizes the Hospital to automatically deduct from the nurses paycheck the amount of education leave received for the course.

4. A nurse may complete a home study course on her/his own time after having received approval of the course from her/his manager. To receive payment for educational leave, the nurse shall turn in her/his certificate of course completion and shall be granted pay or time off with pay at the nurse's discretion, subject to the Hospital's agreement concerning scheduling time off. Permission for such time off with pay shall not be unreasonably denied.

5. Home study leave will not be available on any Federal or State recognized holiday, set forth in the contract, excluding the Birthday holiday. Home study leave will not be available the three (3) calendar weeks (Sunday through Saturday) which include Thanksgiving, Christmas, and New Years.

6. Home study education leave is not considered time worked for purposes of computing overtime.

F. CONFIRMATION

If written application for a paid or unpaid educational leave is received prior to the effective date of the leave, it shall be granted, provided such leave will not seriously affect staffing. The Hospital will give written confirmation of approval or disapproval.

G. EXPENSE REIMBURSEMENT

Education Funding

Benefitted nurses may be reimbursed up to \$750.00 per calendar year to attend a conference, class, certification/re-certification or towards school expense for a nursing-related degree.

The Hospital will establish an Expense Reimbursement account. This Expense Reimbursement account will have an annual cap of one hundred

thousand dollars (\$100,000.00) and will be awarded on a first-come, first-served basis. If during the same Monday through Sunday week, more than one nurse requests the funds, seniority shall be the determining factor in granting the funds up to the annual capped amount.

Excluded from this Expenses Reimbursement account are the following: travel, lodging, and home study for CEUs.

ARTICLE 13. RETIREMENT PROGRAM

A. HOSPITAL PENSION PLAN

All nurses shall be covered by the UCSFBCCHO Pension Plan, effective January 1, 2002, under the terms and conditions of that Plan. In the event of any conflict between the collective bargaining agreement and the Plan, the terms of the Plan shall govern. For all benefited nurses employed on December 31, 2001, the Hospital will add one (1) year of past credited service for the 2001 plan year, effective January 1, 2002. The Hospital will cease contributions to the current TDA effective January 1, 2002.

Effective 1/1/05 for all service on or after 1/1/05:

- (a) Compute final average salary using highest consecutive sixty (60) months out of the final one hundred and twenty (120) months
- (b) Increase multiplier to 1.6%

B. 403(b) SAVINGS PLAN

The Hospital will continue to provide a 403(b) Savings Plan. If, during the term of this Agreement, the Hospital decides to change the 403(b) Savings Plan, provider, it will notify the Association sixty (60) days in advance of any proposed change, if practicable, but in no event less than forty-five (45) days in advance of the proposed change, and meet with the Association, upon request to bargain over the effects of the change.

All newly hired nurses will be automatically enrolled in the 403(b) Savings Plan with a three percent (3%) deferral via payroll deduction. Nurses have the option to opt out and/or change their 403(b) Savings Plan deferrals at any time.

C. DEFERRALS TO THE 403(b) SAVINGS PLAN

1. Deferral Remittance. The Hospital shall remit employee deferrals within ten (10) business days to the 403(b) Savings Plan following each payday.

2. All nurses are eligible to participate in the 403(b) Savings Plan and shall be permitted to make voluntary deferrals through payroll deduction.

D. RETIRED NURSES

1. The Hospital will continue to provide retirement benefits as provided in the Hospital Plan for nurses who have retired pursuant to the Plan prior to January 1, 1976.

2. The Hospital shall pay directly the amount of nine dollars and thirty cents (\$9.30) per month to any nurse who retires after January 1, 1980 from the Hospital with ten (10) years or more employment, is eligible for Medicare, and is at least sixty five (65); or any nurse who is currently receiving benefits under the Hospital Retirement Plan.

E. RETIREE HEALTH COVERAGE

Option 1: Effective January 1, 2008, for nurses who retire on or after January 1, 2008 from active employment with the Hospital, with at least twenty (20) years of benefited employment, the Hospital will contribute each month an amount equal to $\$100 \times \text{years of service} / 12$ towards the cost of the above coverage, commencing the first of the month following the nurse's attainment of age sixty (60), and ending when the nurse attains age 65 or becomes Medicare eligible, whichever occurs first. To obtain this benefit, the nurse must enroll in applicable HMO plan no later than the open enrollment period preceding the nurse's retirement.

Effective January 1, 2009, an eligible nurse may select either Option 1 above or Option 2 below:

Option 2: Effective January 1, 2009, for nurses who retire on or after January 1, 2009, from active employment with the Hospital at or over age 65 with at least twenty (20) years of benefited employment, the Hospital will contribute each month an amount equal to $\$50.00 \times \text{years of service} / 12$ to reimburse documented payments for a Medicare supplement plan for ten (10) years of retirement.

ARTICLE 14. PAY FOR JURY DUTY

A. COMPENSATION

A nurse called for jury duty will receive the difference between jury pay and normal straight-time earnings. As a condition to jury pay, the nurse must notify the Hospital as soon as is reasonable after receiving notice to report

(normally within 24 hours) and must cooperate in trying to be excused if the Hospital so desires.

When a nurse is required to serve on jury duty for more than seven (7) calendar days, the Hospital will use its best efforts to adjust that nurse's work schedule to coincide with a Monday to Friday schedule for the remainder of the jury service.

B. PROOF OF JURY SERVICE

Also, as a condition to receiving jury pay, the nurse must produce a receipt from the Jury Commissioner that the nurse has been called or served, if such receipts are provided.

C. ACTION IF EXCUSED FROM DUTY

If a nurse is excused from serving in time to complete a portion of the nurse's shift, the nurse will advise the Hospital by telephone and, if requested to do so, return to the Hospital to complete that shift.

D. HOURS OF WORK AND JURY DUTY

A nurse excused in time to work at the Hospital as provided above shall not be required to work in the Hospital to the extent that the combination of service on jury duty and hours worked in the Hospital exceed a normal eight (8) hour shift.

Night shift nurses shall be excused from work on the night shift immediately preceding and immediately following service on jury duty, for which they will receive one (1) shift as jury duty pay and one (1) shift as leave without pay, paid holiday or paid vacation time, at the nurse's option.

Standby Jury Duty

The nurse will not be required to work on the date(s) of jury service, until released from service, for that day. Night shift nurses will not be required to work on the shift immediately preceding jury service. If a night or day shift nurse on telephone standby calls the court in the evening as instructed, and is further instructed to call the next morning for possible jury service that day, s/he will not be required to report to work the intervening night shift or day shift. Nurses on such telephone standby who are not required to report for jury duty must immediately call their supervisor to determine if they will be required to report to work to complete the remainder of their shifts. Said standby shifts will be unpaid.

In the event that a combination of service on jury duty and hours worked in the Hospital exceeds a normal forty (40) hour work week, the Hospital will

use its best efforts to grant a regular nurse the weekend off, if such nurse is scheduled to work the weekend.

ARTICLE 15. CALIFORNIA UNEMPLOYMENT AND DISABILITY COMPENSATION

The Hospital will continue its obligation under the California Unemployment Compensation and Disability Law. Coverage may be adjusted during the life of this agreement in the event future legislation is enacted that is applicable to non-profit hospitals.

ARTICLE 16. LONG TERM DISABILITY INSURANCE

UCSFBCHO agrees to provide a long term disability plan to replace fifty percent (50%) of lost salary up to a maximum of five thousand dollars (\$5000) per month up to age sixty-five (65), with a waiting period of one-hundred and eighty (180) days, effective January 1, 2008.

ARTICLE 17. PHYSICAL EXAMINATION

Pre-employment physical examinations shall be scheduled by the Hospital without charge to the nurse. Such examination shall include rubella, rubeola, varicella zoster, Hepatitis B, if previously immunized, Tuberculin screening, examination and review of medical history by Nurse Practitioner or M.D., and certification by Nurse Practitioner or M.D. that nurse is free of communicable disease and physically able to perform work assigned. The examining Nurse Practitioner or M.D., is authorized, with advance notice to Administration, to use other diagnostic tests as deemed appropriate.

All annual and ongoing requirements for health related screening including, but not limited to, FIT testing, PPD screening and return to work evaluations (when a nurse is required to report in person to the Employee Health Department), shall be paid as time worked for all purposes.

ARTICLE 18. SENIORITY

A. Seniority shall be based upon accumulated length of employment with the Hospital, provided that seniority shall have no application during the first ninety (90) days of continuous employment. Employees newly classified as nurses who have previously been employed by the Hospital shall be given

credit for such seniority to which (s)he was entitled under the hospital policy or collective bargaining agreement governing that previous employment.

B. Short Hour, Temporary, and Per Diem nurses shall accumulate one (1) month of seniority for each one hundred thirty-nine (139) hours of work, provided that such nurses who were employed as of January 1, 1978 shall be entitled to retroactive seniority credit on the basis of eighty (80) hours of service for each calendar month of employment from date of hire. For hours spent on standby per Article 5 E seniority credit will be given per the following formula: for each hour on call one half hour of seniority credit will accrue. If called into work the nurse shall receive an hour of seniority credit for each hour worked.

The seniority of Short Hour, Temporary, and Per Diem nurses shall be calculated quarterly each year based on accruals as of the accounting period closest to January 1, April 1, July 1, and October 1, and said seniority date shall be applicable for all purposes other than filling of vacancies pursuant to Article 32. Position Posting and Filling of Vacancies in which case an individual calculation of the nurse's then current seniority credit shall be made.

C. After the probationary period of ninety (90) days employment, accumulated seniority will be broken by voluntary resignation; dismissal for just cause; twelve (12) consecutive months of layoff without recall to a permanent position; or failure to return from an approved leave. In cases where the Hospital has terminated an RN for failure to return from an approved worker's compensation or medical disability leave and an RN is rehired there will be no loss of seniority and time away from the Hospital will be treated as a leave for seniority purposes. In cases where accumulated length of seniority is broken the nurse shall, upon re-employment, be considered as a new employee.

D. In the case of identical seniority, at each instance where a determination is to be made, either two Hospital designees, or in the case of an indefinite layoff, the Hospital and CNA shall conduct a coin flip or draw straws to determine the seniority order.

ARTICLE 19. REDUCTION IN FORCE AND RECALL

A. Daily Voluntary Cancellations: In the event of low patient census the following rules shall dictate the process and order of voluntary daily cancellations:

All units shall be fully staffed before any time off is granted. The need of the Hospital as a whole must be considered before any shift off is granted. The Hospital retains the right to grant shifts off to RNs in accordance with patient care needs. In the event that a surplus of scheduled nurses still remains the following process shall prevail:

For all units, a voluntary cancellation list shall be available in the staffing office. Seventy-two (72) hours before the nurse's shift begins the staffing office will allow nurses to request a shift off. There will be three (3) lists: days, pms and nights.

The voluntary cancellation list shall be available for inspection by a nurse at all times.

A nurse on the voluntary cancellation list whose unit is overstaffed will be offered the day off before nurses on units that are understaffed. The Hospital may implement involuntary cancellations of nurses in overtime extra shift status before offering days off to volunteers.

If there is no one on the request for time off list or it is Thanksgiving, Christmas or New Years, the unit or the staffing office will call in seniority order to offer time off on the units that are overstaffed.

All voluntary time off including going home early for all units is subject to approval by the staffing office and/or nursing supervisor or designee.

If floats can be accommodated and an adequate number of qualified RNs are still working, the Hospital will call all RNs on the request for time off list before canceling any RN. The Nurse Manager or designee, in consultation with the Charge Nurse, shall determine how many floats it is safe to use.

The Hospital will exhaust calling the voluntary cancellation list before it starts canceling any RNs on their regularly-scheduled shift.

B. In the case of a daily involuntary cancellations or a temporary layoff, including unit closure, of fourteen (14) days or less, layoffs shall be conducted on the basis of seniority and personnel category within each of the affected shifts and nursing areas, as defined in Appendix B, in the Hospital, provided that in the judgment of the Hospital the competency and ability of the nurses are equal. Layoffs shall affect nurses in the various personnel categories in the following order (re-employment is in the reverse order):

1. Extra Shift Overtime
2. Temporary RNs not RNs in temporary assignments
3. Per Diem/ Extra Shift

4. Regularly Scheduled Nurses (Full-Time, Part-Time, & Short Hour)

The Hospital will utilize voluntary reduction of hours prior to imposing a reduction as provided above, if in its opinion such a reduction will meet its needs and shall not use managers, out of the bargaining unit RNs, travelers, agency or registry nurses if qualified nurses are available.

The Hospital further agrees that this temporary layoff provision shall not be used to circumvent the indefinite layoff procedures set forth below.

In the event of a daily/shift cancellation, the Hospital shall comply with Article 7.K. Reporting Pay.

Nurses shall be cancelled in reverse seniority order up to a maximum of two (2) cancellations for any one nurse in each three month period, January-March, April-June, July-September, and October-December. Notwithstanding the above, if all nurses in the cluster scheduled to work a given shift have been cancelled twice in the three-month period, the process will start over for that shift. For the purpose of this provision, a cancellation shall be a full shift. This paragraph applies only to nurses subject to cancellation in Article 19B.

C. In the case of an indefinite layoff, including position elimination, layoffs shall be conducted on the basis of the seniority of the nurse(s) working in the affected unit and/or shift or in the affected position(s), provided that in the judgment of the Hospital the competency and ability of the affected nurses are equal. Re-employment shall be by seniority as well.

Layoffs will be implemented by the following procedure:

1. Identify unit and FTEs to be eliminated by shift.
2. Identify least senior RNs in the unit whose FTEs are equal to the number of FTEs to be cut. These RNs will be subject to layoff.
3. If the FTEs of the least senior RNs would result in unbalanced shifts, identify the least senior RNs whose FTEs would overstaff other shifts. These RNs are subject to layoff.
4. Identify any new positions necessary on the unit to balance the shifts.
5. Offer the newly available positions in seniority order to the most senior of the affected RNs to balance the shifts.

Nurses who are subject to indefinite layoff under Steps 1-5 above shall, in lieu of layoff, be offered, in order of seniority, any vacancy which provides at least the equivalent number of hours and for which (s)he is qualified. If there is no such vacancy, such nurse(s) shall be offered, the position of the least

senior nurse in the house which will provide at least the equivalent number of hours of work and for which (s)he is qualified. An affected nurse may also choose to accept a posted position with reduced hours and/or waive their rights under Section D below.

D. Provided, however, that in the case of a nurse with four (4) or more years of seniority who is subject to indefinite layoff, offers as provided in Paragraph C above shall be on the shift previously worked by the affected nurses where such positions exist.

E. It is understood that, for purposes of this Article, a nurse will be considered qualified if, in the judgment of the Hospital, (s)he can fully perform the duties of the position after reasonable orientation.

F. Seniority may only be utilized as provided above if the nurse is willing to accept the work offered by the Hospital.

G. In the event of a reduction in force on the request of the Association or the Hospital, the parties shall investigate the feasibility of a work-share arrangement among RNs and may, by mutual agreement, institute such a work-share arrangement.

H. Nurses affected by an indefinite layoff shall convert to Per Diem status for six (6) months and shall be given the opportunity to work intermittent shifts that are available, in order of seniority, prior to full shift overtime being offered to active nurses.

Nurses affected by an indefinite layoff shall remain in this Per Diem status until they bid into a permanent position or their six (6) months expires after which they revert to layoff status.

I. In the event of a layoff, the Hospital will notify the Association forty-five (45) days in advance, if feasible, and will make its best efforts to meet promptly to discuss the reasons for the layoff, upon request. The Hospital will bargain with the Association about the effects of the layoff, upon request.

J. Nurses left without a position in the same benefited status after layoff may elect severance benefits which shall be at least according to the below schedule or greater, subject to effects negotiations. Nurses who choose to accept severance shall waive their rights to recall and to the provisions of Section C-H above.

Length of service	Weeks of salary
Fewer than 2 years	1 week
2 years but fewer than 5 years	2 weeks
5 years but fewer than 8 years	3 weeks

8 years but fewer than 10 years	4 weeks
10 years but fewer than 12 years	5 weeks
12 or more years	6 weeks

ARTICLE 20. TERMINATION NOTICE

In cases of termination of employment by the Hospital, except for discharge for just cause, the Hospital shall give to a regularly employed nurse with six (6) months or more of continuous employment, fourteen (14) calendar days notice or two weeks pay in lieu thereof. Similarly, the nurse shall give to the Hospital at least fourteen (14) days notice of resignation. A nurse who is dismissed by the Hospital will be promptly given a written notice of the reason for the discharge upon her/his request. A copy of such discharge notice will be sent to the Association.

ARTICLE 21. BULLETIN BOARDS

The Hospital will provide and will mutually agree with the Association to a central and convenient location(s) for a minimum of one (1) bulletin board for each one hundred (100) nurses or portion thereof on the staff. A designated Association representative shall be responsible for posting material submitted by the Association, a copy of which shall be furnished to the Hospital before posting. The Association agrees that no controversial material shall be posted. It is further agreed that the Hospital shall post position vacancies as provided in Article 29 of the contract on such bulletin boards.

ARTICLE 22. PROFESSIONAL PERFORMANCE COMMITTEE

A. ESTABLISHMENT OF COMMITTEE

A Professional Performance Committee shall be established at the Hospital.

B. INTENT

The Hospital recognizes the responsibility of the Professional Performance Committee to recommend measures objectively to improve patient care and will duly consider such recommendations and will so advise the Professional Performance Committee of action taken. Responses to specific Professional Performance Committee suggestions or recommendations shall be given in writing. Such responses shall be made in a

timely fashion not to exceed thirty (30) days unless extended by mutual agreement between the Vice President of Patient Services and the Professional Performance Committee.

C. MEMBERSHIP

The Professional Performance Committee shall be composed of five (5) to ten (10) Registered Nurses employed at the Hospital and covered by this agreement. The Committee members shall be elected by the Registered Nurse Staff of the Hospital.

D. MEETINGS

1. Regular Meetings, Compensation and Minutes

(a) The Professional Performance Committee shall schedule one (1) regular meeting per month and may schedule additional meetings in a given month. The Hospital and CNA agree that the PPC members together shall be entitled to a total maximum of sixty (60) hours pay per month at the straight-time rate for the purpose of attending such committee meeting or meetings. Payment to nurses who attend such meetings shall not constitute time worked for any purpose under this agreement. Such meetings shall be scheduled so as not to conflict with the routine. The Professional Performance Committee shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to the Vice President of Nursing.

(b) At least once per quarter, the Vice President of Nursing shall meet with the Professional Performance Committee at one of its regularly scheduled meetings.

2. Informational Meetings The Professional Performance Committee may request meetings with the head of any department for the purpose of obtaining information on direct nursing functions. Such meetings shall be arranged through the Administrator, who may also attend. Such parties agree to meet with the Committee within a reasonable time convenient to all parties.

3. Special Meetings The Administration may request special meetings with the Professional Performance Committee and the Committee may request special meetings with the Administration, but such meetings shall not take the place of regularly scheduled meetings of the Committee. At the request of the Professional Performance Committee, an Association staff representative who is a Registered Nurse may attend such meetings on an advisory basis.

Nurse staffing information. 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) business days from the date of the request.

In the event the PPC identifies a pattern that indicates the staffing system does not adequately address patient needs, the PPC shall bring the issue to the attention of the Vice President of Nursing.

The Vice President, or designee, will take action within two (2) weeks and notify the PPC in writing of such action. If the PPC disagrees with the action proposed or taken by the Vice President of Nursing or if the Vice President of Nursing fails to act within two (2) weeks, the PPC may appeal the issue to the Review Committee.

E. OBJECTIVES

The objectives of the Professional Performance Committee shall be:

1. to consider constructively the professional practice of nurses;
2. to work constructively for the improvement of patient care and nursing practice;
3. to recommend to the Hospital ways and means to improve patient care;
4. to make recommendations to the Hospital where, in the opinion of the Committee, a critical nurse staffing shortage exists;
5. to consider constructively the improvement of safety and health conditions which may be hazardous.

F. LIMITATIONS

1. The Committee will not discuss economic issues or matters subject to collective bargaining or the Association contracts.
2. The Committee recommendations are advisory and are not subject to the Association grievance procedure.

G. REVIEW COMMITTEE

Differences of opinion between the PPC and Administration may be referred to a Review Committee of four (4) for consideration and review. The four (4) on the Review Committee shall be: the Executive Director of the Association, or her/his designee, who shall be an RN; an elected RN member of the Professional Performance Committee; and two (2) representatives of

the Hospital, one of whom shall be a member of the Board of Trustees who is not an employee of the Hospital.

Review Committee members may invite resource persons to attend and participate in such Review Committee meetings. Such resource persons may review all relevant information before the Committee pertaining to the subject matter under consideration and offer advice to resolve differences between the parties. Differences may be resolved informally by the Committee or, if necessary, by majority vote of the four (4) members of the Committee in Executive Session. The Review Committee member inviting the resource person to attend shall obligate her or his organization to compensate such resource person unless otherwise mutually agreed.

If the review committee is unable to resolve the dispute, either informally or through a majority vote, either party may refer the issue to a neutral healthcare expert familiar with hospital staffing issues, selected by mutual agreement, who will conduct an inquiry and render an advisory opinion. At the option of either party, the neutral expert shall be selected by alternate strike from a list of experts to be mutually agreed upon within ninety (90) days following ratification.

H. STANDARDIZED PROCEDURES UNDER NURSE PRACTICE ACT

Any individual(s) designated by the Hospital to implement standardized procedures pursuant to the Nurse Practice Act shall meet with the PPC to discuss proposed provisions to be included in the standardized procedures prior to submission of such procedures to the approving parties identified by the Nurse Practice Act.

ARTICLE 23. STAFFING

A. PATIENT CLASSIFICATION/ACUITY SYSTEM

The Hospital shall have a staffing system based on assessment of patient needs in conformance with the accreditation requirements of the Joint Commission on Accreditation of Health Care Organizations and Title XXII of the California Administrative Code (Division 5, Section 70213).

Each system shall provide for the method of identifying patient needs for nursing care, the method of classifying patients according to acuity of illness, participation of staff nurses in the assessment of patients' daily needs for nursing care, and shall be the basis upon which nursing personnel are assigned to meet the needs of patients. Staff nurse input shall be based on, but not

limited to, direct physical observation and assessment of the patients to whom they are assigned.

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 PPC upon request. The PPC may request information relative to the operation of the staffing system. The PPC shall be notified of any changes in the system prior to the implementation of the changes. Nursing Administration will meet with the PPC, upon request, to discuss the system and proposed changes in the system. The PPC may recommend improvements to management.

In making staffing decisions, consideration will be given to such variables as admissions, the physical layout of the unit, transfers, discharges, patient education, and the psycho-social needs of the patient's family and/or other support system. If other ancillary staff are not available, the unit manager or designee, in consultation with the Charge Nurse, will evaluate the need to supplement staffing with additional RN staff.

Hours of the Charge Nurse that, in the Hospital's opinion, are not available for patient care shall not be counted in the acuity staffing hours per patient shift. An evaluation of Charge Nurse hours that are not available for patient care will be made on every shift. Following the evaluation, the Charge Nurse and the unit manager/designee will confirm staffing. An inpatient Charge Nurse shall not have a patient assignment unless there are unforeseen compelling circumstances. The Hospital shall use its best efforts to ensure that there is a charge nurse on every unit and every shift, except in the PACU unit on nights and weekends.

B. ORIENTATION OF NEWLY-HIRED NURSES

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 Hospital; provided however, that the Hospital 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.

In connection with the employment of nurses under the above paragraph, the Hospital agrees that there shall be no policy to preclude the recruitment and employment of Registered Nurses with no prior acute-care hospital experience. The Association and the Hospital further agree that such nurses usually need and require supervision and orientation to the Hospital's nursing services and requirements to a greater degree than nurses with prior

experience. The Hospital, therefore, agrees to develop a program to meet the needs of each nurse. The Hospital shall, upon request, make available for review by CNA its orientation practices relative to newly hired nurses, if the Hospital changes these practices.

The Association agrees to join with the Hospital to effectuate changes in nursing school curricula, by necessary legislative or administrative governmental action, to require such schools, as a prerequisite to graduation, to provide sufficient clinical experience in a hospital setting to ensure competent nursing practice upon initial employment as a Registered Nurse.

Orientation Guidelines

The Hospital uses a competency based orientation program. For the purposes of 1 and 2 below, “pediatric experience” is defined as working in a pediatric unit. The general guidelines are:

1. New Graduates and Nurses with Less than One Year Pediatric Experience: Minimum six (6) weeks out of staffing for Acute Care, Day Hospital, Emergency Department, Clinics, and Diagnostic Imaging units. Minimum four (4) weeks out of staffing for Juvenile Hall. Minimum eight (8) weeks out of staffing for PICU, Surgical Services, and Oncology units. Minimum twelve (12) weeks out of staffing for the NICU. This time may include some classroom learning. This out of staffing time will be completed before a nurse is placed into staffing. This out of staffing time may be extended by mutual agreement between the preceptee, the preceptor and the Nurse Manager.

2. Nurses with One Year or More Pediatric Experience: Length of orientation to be determined by the hospital in consultation with the preceptee and preceptor after review of the nurse’s competency assessment.

3. The training will include unit specific learning; for example, chemotherapy and its side effects for 5 South. The expectation is that the new nurse will be able to take a regular patient assignment for that unit upon completion of the orientation.

4. The training will provide measurable skills with a check off list for the preceptor and the preceptee to follow.

5. Consistent, experienced preceptors with greater than one year on the unit are preferred. The Hospital’s goal is to have all new preceptors complete the preceptor training class. Qualified RNs who volunteer to be designated as preceptors will be selected by seniority to attend a Hospital provided preceptor training program. Qualifications include: declared interest,

work commitment, and clinical expertise as demonstrated by competency check off and performance evaluations. Preceptors are assigned by the Nurse Managers to precept from RNs who have volunteered and are qualified to perform in the designated expanded role, based on the following factors: the teaching and learning styles of the preceptee and preceptor and the preceptor's schedule and availability. The Hospital will make reasonable efforts to offer qualified preceptors equitable access to precepting assignments.

6. A preceptee may be assigned to a new preceptor when there is evidence that learning and/or teaching styles of the current preceptor and the preceptee are incompatible.

7. Each Registered Nurse who is designated as a preceptor to either a newly hired nurse, or a transferring nurse, shall receive additional compensation of twelve dollars (\$12.00) per shift for an eight (8) hour shift nurse and eighteen dollars (\$18.00) per shift for a twelve (12) hour shift nurse.

C. ORIENTATION TO OTHER ROLES AND OUT OF STAFFING TIME

Qualified RNs who volunteer to act in the role of Charge Nurse, to take out of staffing assignments, and perform other expanded roles including but not limited to any specialty training opportunities on any unit will be selected by seniority as needed by the Hospital. Qualifications for the Charge Nurse role include clinical expertise, as demonstrated by competency check-off and performance evaluations, leadership skills, communication skills, ability to prioritize tasks, problem-solving, and ability to work well under pressure. In each department where these roles are assigned, the Hospital shall make such assignments on a rotational basis, by seniority, from RNs who have volunteered, and been trained, to perform in the designated expanded role. Nurses will rotate through these roles periodically to maintain competencies. If an insufficient number of RNs volunteer, the Hospital may assign RNs to be trained in these roles.

D. RECRUITMENT

When an RN is hired, loan repayment information will be given to them. There will be an identified contact person(s) in Human Resources to handle all inquiries.

The Employer will provide each new hire nurse with information, including links to websites, on student loan forgiveness and repayment programs, including but not limited to the HRSA/Nurse Corp. The Employer will also assist nurses if they have questions regarding the process.

This information will be posted on CHO net so that all nurses have easy access to loan repayment information.

Further, the Hospital and CNA will jointly undertake a feasibility study relating to a program designed to attract and encourage Registered Nurses in California who are not practicing nursing to return to hospital work. After ascertaining the potential, the parties will explore with the colleges and teaching institutions the content and length of refresher programs which give such professional, inactive California Registered Nurses confidence that they could comfortably and competently return to the hospital setting. The parties shall also study feasible alternatives to the utilization of temporary employment agencies.

At the request of either party semi-annually, the parties shall meet to discuss possible solutions to Registered Nurse recruitment problems.

Disputes under this article may be referred solely to the Review Committee referred to in Article 22, Section G.

ARTICLE 24. FLOATING

It is the goal of the Hospital to minimize the incidence of floating nurses from their regularly assigned unit except when it is necessary from the standpoint of patient care. In furtherance of this goal, all reasonable efforts will be made to limit floating of nurses to like units (e.g., critical care to critical care, acute care to acute care, etc.).

A. FLOAT POOL

In furtherance of the above goal, the Hospital will maintain a Float Pool Department.

(a) Nurses in the float pool will be trained as either a Critical Care float or an Acute Care float. The Hospital will make reasonable efforts consistent with patient care needs to have the Critical Care Float Pool nurses float to ICU, ICN, ED, PACU, and DI, but not to the OR. The Hospital will make reasonable efforts consistent with patient care needs to have the Acute Care Float Pool nurses float to 5 South, 5 Surgical, 4 South, 4 Medical, Summit, the Day Hospital, the Clinics, Admit Holding, and Admit Holding overflow consisting of ward status patients with ward status charting, but not to ED. No nurse shall be required to float to Juvenile Hall and the Walnut Creek unit. However, UCSFBCHO Acute Care Float Pool RNs who wish to float to Juvenile Hall will receive adequate training for their anticipated assignment, with Float Pool Nurse volunteers picked by seniority if too many volunteer.

In addition, Critical Care float pool nurses who wish to float to the Walnut Creek unit will receive adequate training for their anticipated assignment, with Float Pool Nurse volunteers picked by seniority if too many volunteer. The Hospital will make its best effort to utilize Float Pool nurses within their area of training. When required to float outside of their area (i.e., Critical Care Float Pool nurse floated to acute care area or Acute Care Float Pool nurse floated to critical care area) the nurse will be given an appropriate float assignment.

(b) In order to be eligible to bid on a Critical Care Float Pool position, a nurse must have one (1) year experience in the PICU or NICU in the immediately preceding five (5) years. Alternatively, an ED or PACU/DI nurse may have at least one (1) year of PICU or NICU experience in the immediately preceding ten (10) years, provided that a majority of the non-PICU/NICU work time was in the ED or PACU/DI. In order to be eligible to bid on an Acute Care float pool position, a nurse must have one (1) year experience in Acute Care or the ED/DI in the immediately preceding five (5) years.

(c) Nurses in the Float Pool will be given reasonable orientation to all of the areas to which they may be expected to float.

(d) Float Pool nurses shall receive a float differential of ten percent (10%) of the day rate of the Staff Nurse II – Step I salary.

(e) In order to attract Float Pool nurses and to meet the Hospital's scheduling needs, a variety of scheduling options will be offered within the Float Pool which may include but not be limited to:

- i. 12 hour shifts following current contract language.
- ii. Weekend only shifts.
- iii. 12 hour weekend only shifts.
- iv. 3/5 positions.
- v. Short hour positions.
- vi. Seasonal positions.
- vii. Per diem positions.

(f) The Hospital shall make reasonable efforts to use Float Pool nurses in increments of four (4) hours or more.

(g) Travelers will float before Float Pool nurses if the Hospital, in consultation with the charge nurse, determines on a case-by-case basis competencies are equal.

(h) The Float Pool will be treated as two units, Critical Care and Acute Care, for voluntary cancellations, scheduling, and PTO purposes. The Float Pool will be treated as one unit for the purposes of trades and permanent layoff. Float Pool nurses will be subject to involuntary cancellations by clusters according to Appendix B.

(i) The Hospital will use the data collected in the Float Log to evaluate the adequacy of Float Pool staffing levels.

(j) Float Pool RNs may be assigned to a unit for extended periods of time. These preferred unit assignments will be offered to all qualified Float Pool RNs and awarded by seniority.

(k) When a unit utilizes Float Pool nurses on more than one day in a row, the Hospital will make its best effort to float the same Float Pool nurse, and the receiving unit where possible will give the nurse the same assignment.

(l) Float pool nurses may preschedule and be confirmed for extra shifts in any unit in which they are qualified to work in accordance with the rules outlined in the Extra Shift Agreement. If the unit is overstaffed on the day they have been prescheduled, float pool nurses will float before nurses working extra in their own unit, regardless of seniority.

B. FLOATING BY NON FLOAT POOL NURSES

No nurse shall be required to float to Juvenile Hall, ED, PACU, DI, OR, or the Walnut Creek unit. However, the Hospital and the Association recognize that despite reasonable attempts to establish a viable Float Pool, there may be times when non-Float Pool nurses are required to float to other units of the Hospital to maintain adequate patient care. In such situations, the following will apply:

(a) Order of Floating.

i. A nurse may volunteer to float out of turn.

ii. Travelers and registry nurses will always float before UCSFBCHO nurses.

iii. Nurses working extra shifts float before nurses working their regular schedule. All shifts worked over and above the nurse's regular schedule are considered extra shifts, as are all shifts worked by per diem nurses. These shifts must be granted in accordance with the rules outlined in the Extra Shift Agreement.

However, upon written petition by at least one third (1/3) of the nurses in the unit, CNA will conduct an election to determine whether nurses working

for other nurses as an extra shift (as evidenced by a change requisition form or other similar document), will be considered “extra” for the purposes of floating. CNA will provide at least seven (7) days advance written notice to the Hospital and all affected nurses of the date, time, and location of the election. CNA will afford the Hospital an opportunity to have a representative present at the ballot count. An affirmative vote by a simple majority (fifty percent + 1) of those nurses voting on a unit is required to change the unit’s system. Once a unit has selected a policy on nurses working extra for other nurses, it will maintain the chosen policy in a consistent manner. Not more than one such election may be conducted on a unit in any five (5) year period.

iv. Nurses working in their own unit on a shift other than their own shift instead of their regularly scheduled shift shall not be considered extra. Those working on another shift in addition to their regularly scheduled shift shall be considered extra and will float first.

v. Nurses working OT on their own unit, including additional hours before their regularly scheduled shift, will float first during the extra portion of their shift.

vi. If there are no travelers, registry, extra shifts or volunteers, nurses scheduled in staffing will float in turn. A nurse who is working an extra shift for another nurse, in a unit which has selected a policy to not consider such nurses "extra," will float in turn. If a nurse has exchanged scheduled work days, and floating occurs, the nurse must float per the float list if it is the nurse's turn to float, not the turn of the person the nurse has replaced.

vii. Other than as expressly set forth herein, there will be no exceptions to these guidelines.

(b) Temporary Exemptions from Floating

i. Those temporarily exempt from floating are: Interim Permittees, new hires with less than one year pediatric experience within the first 6 months of employment and the preceptor of a new hire orientee on a day that s/he is precepting. Preceptors of student nurses are not to be exempt from floating. Nurses are temporarily exempt from floating if they have a documented disability that cannot be accommodated in a float assignment on the shift needed. Nurses restricted by the BRN from floating will be exempt for the specified period of time. UCSFBCHO will notify CNA of nurses with floating restrictions, and shall maintain a list of such nurses in the staffing office. New RNs with less than one year pediatric experience exempt from floating may not be confirmed for extra work and may only make themselves available to work in their home unit.

ii. Exemptions may be made based on patient need or special circumstances such as a primary patient who is dying or when complex teaching has been scheduled to be done by a specific nurse. The following positions shall not be exempt from floating, provided there is a nurse in that unit and shift competent to fill that role on that shift and the nurse who would otherwise float does not need to perform that role to maintain the nurse's competency: Charge Nurse, Critical Care Back Up Charge Nurse, Transport Nurse, ECMO nurse and an Apheresis Nurse if needed. It is understood that AHNs assigned in the charge nurse role will float in turn. An ECMO relief nurse, CRRT nurse, and a CRRT relief nurse will not float if there is an immediate or likely need for that role on a shift, unless there is another nurse available on that unit and shift competent to fill that role. Nurses shall not be scheduled in any of the foregoing roles specifically to avoid floating.

iii. Surgical Services including Walnut Creek, DI, and ED units are exempt from floating for full eight (8) hour shifts. However, a nurse in these units may volunteer to float for a full eight (8) hour shift if needed. Moreover, the Hospital may ask a nurse in one of these units to assist elsewhere in the Hospital for part of a shift, and the nurse may not unreasonably decline. No nurse may go home prior to the end of their scheduled shift without first checking with the Nurse Administrator On Call or the Nurse Supervisor and staffing office.

(c) Methodology for determining floating in turn.

i. In order to track floating by non-Float Pool nurses, the Hospital will maintain a current record of all float events, including the name, shift and home unit of the nurse involved in the float event, the date of the event, and the receiving unit. A float log will be maintained on each unit in accordance with the above. Charge nurses are responsible for requisite float book entries. Those floating are responsible for the accuracy of the dates and units documented. Nurses are eligible for float credit when they are scheduled to work on their own unit and instead are assigned to work on another unit for two (2) or more hours for any reason. The Hospital shall make reasonable efforts to float Non-Float Pool nurses for no less than four (4) hour increments, except as described in Article 27.2.b.iii. above. The following methodology will be used to determine whose turn it is to float for regularly scheduled shifts.

ii. Nurses working extra and per diems always float first but receive credit. If more than one RN is in an extra shift status, floating will occur in rotational reverse seniority order.

ECMO nurses will receive one (1) float credit for their first shift with an ECMO patient in ICU up to a maximum of three (3) such credits in a calendar year.

iii. Nurses signed up to work extra on a unit other than their own including doubles and break relief shifts do not receive float credit for that shift.

iv. Determination of whose turn it is to float is initially done by reverse seniority. Once the cycle has begun, whose turn it is to float is based on the number of boxes filled. If on a given day two nurses have the same number of boxes filled and only one of them is needed to float, the less senior nurse will float.

v. For the purposes of continuity, a charge nurse might suggest that a nurse float back to the same place s/he floated yesterday. The nurse may or may not choose to return. It is solely the nurse's decision. If he or s/he chooses to float the second day, it counts in the float log as a second float.

vi. Permanent rotators receive float credit in both shift's float books. Temporary rotators will be added to the bottom of the grid and receive credits on both shifts.

vii. Floating to an area where the assignment spans two units will count as one float. Floating for 4 hours to one unit and then floating for another 4 hours to another unit which is not your home unit will count as two floats.

viii. Under this system, it is conceivable that a nurse would float two (2) or more days in a row.

ix. New hires, transfers, nurse preceptors, nurses on LOA, Maternity/Paternity Leave, or medical leave will be brought into the current floating column when they return to work or become eligible to float. The current column is the first column in which everyone has floated. If there are outlying nurses who have fallen four (4) or more columns behind the group, they will not be considered in determining the current column.

x. When more than one (1) nurse is floating off a unit, the policy of "first come, first choose" shall prevail. If the nurses arrive at the same time and select the same unit, seniority shall prevail.

(d) Float Orientation

i. All newly hired nurses will receive at least one (1) orientation shift on another unit of the nurse's choice before they will be considered

eligible to float. Such orientation will consist of a shared assignment with a preceptor nurse. The Hospital will make reasonable efforts to have the float orientation take place during orientation for nurses with greater than one year of pediatric experience and within the last month of the first six months of employment for nurses with less than one year pediatric experience. Nurses in orientation for purposes of floating shall not be counted in staffing during such orientation.

ii. In the event a nurse feels that s/he lacks competency for an assignment, the nurse shall so inform the Charge Nurse. At the request of the nurse, the unit manager or supervisor shall make an assessment of the nurse's assignment to ensure that the nurse is appropriately assigned in accordance with the Hospital standards, the law, and regulations. While such assessment is being made, the nurse may be assigned to nursing care duties that the nurse and the unit manager or supervisor agree are clearly within the nurse's capabilities.

iii. Units receiving floats will designate a resource person for the incoming float.

iv. If the Hospital needs additional volunteers to float to Juvenile Hall or the Walnut Creek unit, those RNs will receive adequate training for their anticipated assignment, with volunteers picked by seniority if too many volunteer.

v. When the Hospital needs volunteers to float to phone advice, those RNs will receive adequate training for their anticipated assignment, with qualified volunteers picked by seniority if too many volunteer. Qualifications include at least two years primary ambulatory care or Emergency Room experience within the past ten years.

ARTICLE 25. IN-SERVICE EDUCATION

There shall be an in-service education program for nurses at the Hospital, the contents of which shall be determined by the facility based on the annual needs assessment and input from the staff. The Hospital will offer a floating skills component as part of the annual skills day classes for those units that float.

The in-service education program is a pertinent subject for discussion between the PPC and the Hospital. The Hospital will use its best efforts to see that the in-service education sessions are available monthly to all nurses on all shifts. In the event that such best efforts are unsuccessful, the Hospital will

meet with the Association for the purpose of working out a mutually acceptable solution. The available sessions will be posted on the Hospital's intranet by the Education Resource Department and may also be sent electronically to all RNs.

ARTICLE 26. CONSCIENTIOUS OBJECTION

If the Hospital permits therapeutic abortion procedures, it shall establish a written policy recognizing the fact that a nurse may object to participation in such procedure. Such a policy, where applicable, shall be uniform and shall be executed at the same time as this agreement. With respect to any dispute arising under such policy, the grievance procedure of this agreement will apply.

ARTICLE 27. REGISTERED NURSE VACANCIES & REPLACEMENTS

A. RN VACANCIES NOT FILLED

If a Registered Nurse position under this agreement becomes permanently vacant and is not filled, the Association may request discussion of the vacancy with the Hospital. If the parties cannot agree, the issue shall be submitted to the grievance procedure. If the issue goes to an arbitrator, s/he shall not have jurisdiction to order the vacancy filled if the vacancy has been caused by a curtailment at the Hospital which affects nursing service. Nor shall s/he have jurisdiction to order the vacancy filled unless other causes advanced by the Hospital prove to be unjustifiable.

B. RN VACANCIES FILLED BY NON-RN

If a Registered Nurse under this agreement is permanently replaced by other personnel, the grievance procedure shall be applicable only if the resulting total nursing duties and responsibilities assigned by the Hospital to the remaining Registered Nurses are unreasonable.

C. COVERAGE OF THE CONTRACT

Nothing contained herein shall supersede the definition of the collective bargaining unit contained in Article 2, Coverage of the Contract.

ARTICLE 28. UTILIZATION OF SPECIALTIES IN PER DIEM ASSIGNMENTS

Any Registered Nurse who is available for per diem assignments may, if the nurse desires, indicate in writing to the Nursing Office the areas of specialty due to training and/or experience. When making per diem assignments, the Hospital shall, if it calls the nurse who has indicated a specialty, inform the nurse if a position is available in such specialty.

ARTICLE 29. POSITION POSTING AND FILLING OF VACANCIES

A. POSTING

Registered Nurse positions under this agreement which are permanently vacated or newly created in the Hospital shall be posted web-based career portal for seven (7) days.

All positions will be posted with the following: Unit, Shift, FTE, estimated percentage range, or weeks of rotating shifts, if single shift variable start time, or specific shift time if different than usual shift times.

RN positions shall be posted by close of business on Tuesday each week. The internal bidding period shall be from Wednesday to close of business on Tuesday. If there are no internal applicants in the first week who meet the requirements of Section C, the position may be awarded to an external applicant. If there are no applicants in the first week, an internal applicant who bids in a subsequent week will be awarded the job over an external applicant who bids in the same week. This process shall only apply in the first four weeks the position is posted. If there is an error in a position posting, the posting will be corrected and reposted at the beginning of the next posting period and bidding will start over. UCSFBCHO agrees to maintain the CNA job grid posting format, via the web-based career portal. If the online job postings do not match the CNA job grid postings, it is an error and will be reposted. The CNA job grid will be available online through the career portal (chonet).

B. SPECIAL NOTIFICATION TO ABSENT NURSES

For nurses on vacation or leave of absence who have requested such in writing, notices of vacancies shall be sent to an address indicated by the nurse. A nurse who is on leave of absence in excess of thirty (30) days and is granted a position must be available to return to work within at least forty five (45) days from the date of the posting of the position if required by the Hospital.

C. PREFERENCE IN FILLING VACANCIES

Full-time, regular part-time, short-hour, per diem, and temporary nurses employed by the Hospital may apply for such permanent vacancy or newly-created position and shall be given preference in filling such vacancy on a seniority basis, provided: a) the nurse is qualified to fill the vacant position and b) approval of the application will not adversely affect patient care. A nurse is considered qualified if s/he meets the requirement of the job and is eligible to transfer at the time of the bid. The seniority of short-hour nurses shall be determined as set forth in Article 21. The Hospital will use its best effort to release the RN from her/his current position by the next full pay period but in no case shall an RN be held in her/his current position after being awarded a new position for more than forty five (45) days.

1. Any nurse who has disciplinary action in their personnel file relating to absenteeism and/or tardiness will be considered for a new position, either on or off their home unit, without regard to the level of discipline, or when the disciplinary action was administered by the Hospital.

2. Any nurse who has disciplinary action in their personnel file at the "Verbal Reprimand" level, for whatever infraction, will likewise be considered for a new position without regard to when the disciplinary action was administered by the Hospital.

3. Any nurse who has disciplinary action in their personnel file at the "Written" or "Suspension" level may apply for a new position and this request will be reviewed jointly by the Vice President of Patient Services and the Director of Human Resources, or their designee(s), to determine, on a case by case basis, if the transfer will be approved. If a nurse is the subject of a disciplinary investigation at the time of a job bid, the Hospital will hold the bid in abeyance for a maximum of four (4) weeks so the investigation can be completed and the request for transfer can be reviewed under this provision.

4. The level of the discipline will not be affected by a transfer into a new position and the employee would be subject to further disciplinary action in the event of continued infractions of Hospital Policy.

The parties understand that discipline (not related to absenteeism/tardiness) at the "written" and "suspension" level has a life of six (6) months for the purpose of transfer policy, after which time the discipline is no longer a consideration in a transfer request. This provision does not apply to position changes within a unit; provided however that the nurse's manager may temporarily assign the nurse to a different shift for training, mentoring, or other developmental goals.

D. OTHER SOURCES

If, during the seven (7) day posting period, there is no application for the permanent vacancy or newly-created position by any full-time, regular part-time, short-hour, or per diem Registered Nurses employed by the Hospital, the Hospital may fill the position from any source as is set forth in Section F below.

E. TEMPORARY FILLING OF VACANCIES

It is the Hospital's goal to fill all open bargaining unit positions with Staff Nurses who are members of the bargaining unit. It is not the intent of the Hospital to use supplemental agency staffing as a subterfuge to avoid the terms of this Agreement.

If a position is not filled in the above manner, the Hospital may fill the vacancy on a temporary basis for a temporary period up to a maximum of ninety (90) days unless such temporary period is extended by mutual consent. If the Hospital wants to post a temporary position longer than ninety (90) days to cover a training vacancy or an approved leave of absence, the Hospital shall request mutual consent prior to posting the temporary position. The Association agrees that it will not unreasonably withhold consent to extending the temporary period and will respond to the Hospital's written request within 7 days.

If a staffing need arises in a unit, the Hospital may simultaneously post a regular or temporary 8-hour position in that unit and a contingent temporary 12-hour float pool position. The Hospital may offer an extended period preferred unit assignment to all qualified Float Pool RNs to be awarded by seniority to cover the staffing need in that specified unit. If a regular benefited RN is awarded the temporary 12-hour float pool position the Hospital may hire an additional traveler into the float pool without an additional posting. In addition, the Hospital may post temporary 8 or 12 hour positions in the OR.

Short hour and per diem nurses may bid on temporary assignments and positions with the guarantee of return to their prior position. During this temporary reassignment, there will be no change in their per diem/short hour benefit and pay rate status. This provision shall also apply to Float Pool Nurses provided that at least fifty percent (50%) of the remaining Float Pool Nurses on that shift are bargaining unit nurses. During a Float Pool Nurse's temporary assignment, there will be no change in their regular benefit and pay rate status. Nurses accepting temporary assignments shall be paid shift and weekend differentials according to Article 5D.

The Hospital will notify CNA in writing on a quarterly basis of any bargaining unit position filled by travelers during any part of the preceding quarter. The report shall include the traveler's name, the position, start and end dates, and shift the traveler is working, the person and/or position the traveler is covering, and the temporary position's Human Resources number.

F. LIMITS ON APPLICATIONS

1. A nurse employed by the Hospital who applies for, and is awarded, a posted position may not apply for another vacancy in a different unit before six (6) months, unless there is mutual agreement among the Hospital, the nurse, and the Association. If no other nurses are applying for such later vacancy within the five (5) day posting period, the consent of the Association is not needed for such nurse to apply for and fill the later vacancy within the six (6) month period.

2. Notwithstanding the above, a nurse employed by the Hospital who applies for, and is awarded, three (3) posted positions in a twelve (12) month period (within the same or different units) may not apply for any further positions within the same twelve (12) month period.

ARTICLE 30. REFERRAL SOURCE

Once a month the Hospital will notify the Association of any vacancies in nurses' positions subject to this agreement which have not been filled through the posting provisions of Article 29, Position Posting and Filling of Vacancies, and which have remained vacant thereafter.

ARTICLE 31. WORKPLACE VIOLENCE PREVENTION PROGRAM

The Employer agrees to provide a safe and healthy work environment for all RNs. The Employer shall maintain a workplace violence prevention plan that complies with mandated regulatory requirements (OSHA, etc.).

Education and training policies shall include at least annually an opportunity for interactive questions and answers with a person knowledgeable about workplace violence prevention.

ARTICLE 32. NURSE REPRESENTATIVE

A. The Association may appoint three (3) nurse representatives, one each shift, at the Hospital. An additional nurse representative may be appointed on each of the above shifts if the Hospital employs more than one hundred (100) Registered Nurses. The Hospital shall be notified in writing of such appointments.

B. Nurse representatives shall be regular employees of the Hospital who shall have completed their probationary period.

C. The function of the nurse representatives shall be to handle grievances and to ascertain that the terms and conditions of the contract are observed. In handling grievances, the nurse representatives shall only deal with representatives of the Hospital designated to handle grievances. The Hospital's designated representatives are only required to meet with one (1) nurse representative on any grievance.

D. The activities of the nurse representative under this article shall not interfere with the nurse representative's work or the work of any other employee. When management requests that a nurse representative(s) attend a grievance, investigatory, or other meeting on work time, the nurse representative(s) shall be paid for that meeting time.

E. Bargaining Team

The Association shall notify the Employer at least two (2) weeks in advance of the first negotiating session of the names of those nurses selected to be on the CNA bargaining team. Nurses shall be fully compensated by the Employer for any work days missed due to attending bargaining sessions only to the extent CNA has advanced sufficient funds for this purpose. Pay shall be at the nurse's regular rate for the nurse's regularly scheduled hours. No pay will be due for hours in excess of the nurse's regular work day, or in excess of the nurse's regular workweek. Time spent in bargaining is considered paid time for all purposes except that it will not be considered time worked for the purposes of overtime calculation only. The Association will notify the Employer as soon as possible of any changes to the bargaining team following initial notification.

CNA will advance the Hospital a sum equivalent to the estimated cost of all such wages for ten (10) work days missed due to attending bargaining sessions prior to the first negotiating session, and will subsequently replenish the advance as needed by continued negotiations.

ARTICLE 33. ADJUSTMENT AND ARBITRATION

A. ASSOCIATION VISITATION RIGHTS

The Hospital shall allow representatives of the Association to visit the Hospital at all reasonable times to ascertain whether or not the contract is being observed and to assist in adjusting grievances. No time shall be lost unnecessarily to the Hospital, and the Association representative shall advise the Hospital of such visits before or at the time of entering the Hospital.

B. GRIEVANCE PROCEDURE

Step One – A nurse with a grievance is encouraged to discuss the matter with the nurse supervisor or, if necessary, with the Vice President of Patient Services. 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 the nurse does not go directly to Step Two and the grievance is 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 Vice President of Patient Services, the grievance shall automatically be eligible to go to Step Two.

Step Two – Any grievance between the Association and the Hospital or the nurse and the Hospital shall be reduced to writing, and a representative of the Association shall meet with a representative of the Hospital who is authorized to receive grievances and adjust such matters. Together, they shall attempt to resolve the grievance.

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 the nurse, as to the nurse's grievance, or the Association, as to its grievance, had knowledge (or in the normal course of events, should have had knowledge) of the event constituting the grievance. 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. A grievance involving clerical errors may be presented within one (1) year from the date of such error.

Step Three – If the grievance is not settled in Step Two within seven (7) calendar days from the date of its filing, the Association may, by notice in writing, submit the grievance to a Grievance Committee consisting of two (2) representatives of the Hospital and two (2) representatives of the Association. A decision by a majority of the Grievance Committee shall be binding upon

the parties. Reference to Step Three must be made not later than ten (10) days after the expiration of the time for settling the grievance in Step Two.

Alternative Step Three – Mediation In addition to Step Three described above, the parties may agree to utilize the services of a mediator from Federal Mediation and Conciliation Services (FMCS) to resolve the grievance and to avoid unnecessary use of the arbitration process. If this alternative Step Three is agreed to in writing by the parties within fourteen (14) days of the Step 2 response, the following shall govern this step:

- (a) The period for referring the grievance to arbitration will be stayed throughout the parties participation in the mediation process.
- (b) Neither the Hospital nor the Association shall be bound by any recommendation of the mediator.
- (c) The costs of mediation, if any, shall be split equally by the parties.
- (d) Either the Hospital or the Association may terminate the mediation process immediately by written notice at any time.

Step Four

1. Arbitration. If the grievance is not settled in Step Three within seven (7) calendar days because of a deadlock in Step Three or because the Grievance Committee was not set up in Step Three, the Association may submit in writing that the matter be submitted to an impartial arbitrator for determination. The impartial arbitrator shall be chosen by the parties from a list submitted by the Federal Mediation and Conciliation Service. All arbitrators submitted by the FMCS must be members of the National Academy of Arbitrators. The parties shall alternately strike one (1) 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.

The submission in writing that the matter be submitted to an impartial arbitrator must be made not later than ten (10) days after the expiration of the time for settling the grievance in Step Three.

2. Accelerated Arbitration Procedure. The parties have a good faith mutual objective in having discharge, suspension, and similar cases heard and decided as promptly as possible without sacrificing or denying any necessary aspect of due process.

In other cases, the grievance must be presented in Step Two in writing within thirty (30) days of the event giving rise to the grievance.

In the case of discharge or suspension, a grievance must be presented in writing in Step Two within seven (7) calendar days of such discharge or

suspension. Upon completion of the Step Two meeting, the parties will determine if any or several of the following accelerated procedures can be agreed upon under the circumstances of the particular case.

- (a) Agreement to waive the adjustment board step and proceed to arbitration within ten (10) days or at the earliest date on which the arbitrator is available.
- (b) Agreement to stipulate to the facts in advance of the arbitration hearing.
- (c) Agreement to waive transcript and/or written brief unless the arbitrator requires the same.
- (d) Agreement to obtain an expedited transcript and/or submission of a summary statement before receipt of a transcript unless the arbitrator requires otherwise.
- (e) Agreement to require an award with a condensed decision by the arbitrator within ten (10) days of the hearing and, at the request of either party, to receive an expanded opinion from the arbitrator at a later date.

C. TIME LIMIT

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

2. The arbitrator shall render her or his decision within thirty (30) days after the matter has been fully submitted, unless the parties, by mutual agreement, extend such time limit. In discharge and suspension cases, the parties shall request the issuance of an award and condensed opinion within ten (10) days after submission, except in situations where either party requires a written brief, in which case the award and condensed opinion shall be due within ten (10) days following receipt of such written briefs. At the request of either party, the arbitrator will render an expanded opinion at a later date.

D. 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.

E. FINAL AND BINDING DECISION

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

F. EXPENSES OF ARBITRATOR

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

G. NO STRIKES OR LOCKOUTS

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

H. PROBATION PERIOD

A nurse may be dismissed without recourse to the grievance procedure during the first ninety (90) days of employment.

I. JUST CAUSE

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

A nurse may request to have an Association representative present at a meeting with the Hospital when the nurse reasonably believes such meeting may result in disciplinary action. Furthermore, the Hospital shall advise a nurse in advance if a requested meeting may result in discipline of the nurse.

J. PERSONNEL RECORDS

1. Access to Personnel Records

(a) The nurse and/or the nurse representative and/or an Association representative, if authorized in writing by the nurse, may examine any written warning, formal evaluations, or written record of an oral warning which is issued after the ratification date of this agreement with respect to such nurse. Such material is not subject to the grievance procedure unless it results in or is relied upon to support future disciplinary action. The nurse may place in the file written comments upon such material within two (2) weeks of the time of inspection.

(b) Authorized staff representatives of the Association shall be allowed, at Step Two or later, upon request to the Hospital designee, to inspect appropriate material in personnel files, which is related to an alleged contract violation if the employee's written consent is presented to the Hospital designee. In arbitration the Hospital will not submit any such material for which it has denied right of inspection to the Association.

2. Changes in Personnel Records In any case where agreement has been reached between the Hospital and the Association to make revisions

in personnel records, the Association shall be allowed, upon request to the Hospital designee, to inspect such personnel records.

K. NOTICE TO CNA

Notice in writing of discharge or suspension shall be sent to the Association within twenty-four (24) hours of such action, excluding holidays and weekends. The seven (7) calendar days provided for filing in Step Two shall commence from the date that the notice to the Association is postmarked.

ARTICLE 34. SUCCESSORS AND ASSIGNS

In the event of a sale, merger, affiliation, consolidation, relocation, expansion, or other transfer of ownership of the Hospital, or any material part thereof, the Hospital will notify the Association ninety (90) days in advance, if feasible, of such change. The Hospital shall meet with the Association to bargain in good faith over the effects of such action, upon request.

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

ARTICLE 35. PAID TIME OFF/EXTENDED SICK LEAVE PROGRAM

This Section shall be effective as of January 1, 2000 and is in full substitution for all of the contract provisions of Articles 8, 9, and 10. Until that time, Articles 8, 9, and 10 shall remain in effect.

A. ELIGIBILITY AND COVERAGE

1. Eligibility This Section and its Paid Time Off Program (PTO) shall apply only to Regular Full-Time and Regular Part-Time nurses. Short-Hour nurses are not eligible to participate in the PTO program.

2. Accruals PTO accruals for Regular Full-Time nurses (working a forty (40) hour per week schedule) are based on previous vacation accrual rates plus seven (7) sick days and ten (10) holidays which include the floating holiday.

3. Benefits in Addition to PTO The PTO program is in addition to Article 14.I Bereavement Leave; Article 15, Education Leave; and Article 17, Pay for Jury Duty.

B. ACCUMULATION OF PAID TIME OFF

1. PTO Schedule

(a) Beginning of Accrual and Schedule Regular Full-Time nurses shall accrue PTO and Extended Sick Leave (ESL) in accordance with working a forty (40) hour per week schedule given below, based upon their continuous length of Regular employment. PTO/ESL accrual is prorated for Regular Full-Time nurses working less than forty (40) hours per week and Regular Part-Time nurses on the basis of hours paid during a pay period. Benefits begin upon the first day of employment, subject to the provisions described in the following sections.

Length of time in Benefited Status	PTO Accrued Per Pay Period	ESL Accrued Per Pay Period	Combined Hours Per Pay Period	PTO Days Accrued (Based on 1 FTE)	PTO Weeks To be pre-scheduled on vacation calendar
During 1 st Year	8.31 hrs.	1.54 hrs.	9.85 hrs.	27 days	2 Weeks
During 2 nd -4 th	9.85 hrs.	1.54 hrs.	11.39 hrs	32 days	3 Weeks
During 5 th -9 th	11.39 hrs	1.54 hrs.	12.93 hrs.	37 days	4 Weeks
During 10+	12.93 hrs.	1.54 hrs.	14.47 hrs.	42 days	5 Weeks

(b) PTO/ESL Based on Paid Hours PTO/ESL for Regular nurses is based upon paid hours each pay period up to a maximum of eighty (80) hours per pay period. "Paid Hours" means straight time hours worked, overtime hours that do not exceed eighty (80) hours in a pay period, PTO/ESL hours paid, pay for jury duty, funeral leave, educational leave, military active duty for training and hours worked on a holiday, call-back pay and any other current practice. Not included in paid straight time hours are any other forms of premium or compensation not listed in the preceding sentence.

(c) Short-Hour Nurses Short-Hour nurses shall be eligible for unpaid time off for vacation purposes. The amount of unpaid time off shall be

based on accumulated length of employment with the Hospital and will vary as follows:

Two (2) calendar weeks during the first year of employment

Three (3) calendar weeks during the second to fourth years of employment

Four (4) calendar weeks during the fifth to ninth years of employment.

Five (5) calendar weeks during all years from tenth year onwards of employment.

2. Extended Sick Leave (ESL) There shall be no maximum cap on the amount of ESL that may be accumulated for future use.

3. Unpaid Absences If a nurse is on unpaid status with the Hospital (e.g., unpaid leave of absence or unpaid disciplinary status) for an entire pay period, there will be no accumulation of PTO/ESL for that pay period. "Unpaid status" means that there were no "paid straight time hours" in that pay period. If a nurse has been subject to daily cancellations or placed on temporary lay-off status for an entire pay period, PTO/ESL will accrue based on scheduled hours.

C. SCHEDULING AND USE OF PTO

1. PTO's Use PTO can be used for vacations, paid holiday time off, religious observances, dental or doctor visits, personal or family needs or business, education, physical disability of three (3) scheduled workdays or less, and/or as secondary pay to supplement State Disability Insurance or Workers' Compensation, or any other reasons deemed appropriate by the nurse.

2. Requests for PTO Requests for PTO will be governed by the provisions described below:

a. Advanced requests for PTO

(i) Number of Nurses Allowed to Take Concurrent Vacation. In order to ensure that staff nurses will have the opportunity to exercise their vacation benefits, each unit will use the following methodology to determine the number of nurses who may take vacation at the same time.

By January 15th of each year the Hospital will post a list by shift, by unit, of each nurse's annual accrual of vacation including the unpaid extra weeks. The Hospital will make reasonable efforts to post the fourth quarter seniority report by the weekday closest to January 15th of each year, but in no event

later than January 21st. On January 15th nurses on each unit will be notified of the number of nurses allowed to pre-schedule vacation for each three-month period.

Management in each unit will then total the accrual determined in accordance with “B” above. For nurses in rotating positions vacation weeks will be added to the shift in proportion to their posted position. The shift on which a nurse in a rotating shift position bids for vacation will be the shift to which their vacation weeks have been added.

For each forty-six (46) weeks of accrued annual vacation on a shift in a given unit, management shall allow one (1) Nurse on that shift to take vacation, except that a minimum of one (1) Nurse on each unit, per shift, will be allowed to pre-schedule a vacation for any given period. However, in the OR, this formula shall be applied by substituting “day” for shift in each instance. Management shall allow one (1) additional Nurse to take vacation per three (3) month period for each additional three (3) month period or proportion thereof of accrued vacation on a shift (or day in the OR) in a given unit. Available vacation months will be distributed based on forecasted seasonal volume. Notwithstanding the forgoing formula there must be enough calendar time available to grant the vacation accrued by seniority. The Emergency Department and the Acute Care Units (Appendix B.III) may limit the number of nurses who may take vacation per shift during the two weeks including Christmas and New Years to a maximum of one (1), and the ICN and ICU may limit the number of nurses who may take vacations per shift during those holiday weeks to a maximum of two (2). The two weeks are December 20 through January 2. For purposes of this provision, it is understood that the Emergency Department currently has three (3) vacation books. Float Pool and Emergency Department: twelve-hour nurses bid with the shift on which a majority of their scheduled hours fall. The ED K (11a-7p) shift will move to the PM shift book and the ED T (7p-3a) shift book will move to the Night shift book.

(ii) Time of Submission of Requests Nurses shall submit their PTO preference dates in writing by February 1st of each year and the Hospital will post a schedule by March 1st of each year. PTO used for daily cancellations will not reduce the amount of time off to which the nurse is entitled whether paid or unpaid.

Alternate vacation request process:

- Starting on January 22nd each year calendars for vacation requests will be circulated to each nurse in seniority order.

- If RNs are on leave or away from the hospital they may submit a request in writing to the nurse manager.
- The calendar will be passed to the next nurse in a timely manner.
- Management will check the book periodically to make sure the contract is followed.
- The vacation calendar with granted requests will be posted on March 1 each year.

(iii) Selection Based on Seniority. Selection Procedure

Nurses shall submit their vacation preference by February 1 of each year and the Hospital shall post a schedule of vacations by March 1 of each year based on a vacation calendar of April 1-March 31. Additional vacation requests may be submitted for sixty (60) days following the March 1 posting of the vacation schedule, and shall not be denied unreasonably. Such requests shall be processed and returned within one (1) week. If during the same Monday through Sunday week more than one nurse requests the same vacation segment, seniority shall be the determining factor in granting the vacation. After May 31st, requests for vacation time on the annual calendar which were not previously awarded will be processed within one week and shall not be unreasonably denied, provided such requests are submitted at least ninety (90) days in advance of the requested vacation time. The ninety (90) day advance request requirement is waived for nurses hired after May 31 in their first ninety (90) days of employment. If during the same Monday through Sunday week more than one nurse requests the same vacation segment, seniority shall be the determining factor in granting the vacation. Vacation time on the annual calendar which was previously awarded but becomes available due to a nurse's separation from employment, change in shift or position or commencement of a leave of absence, shall not be eligible for processing under this paragraph.

(iv) Seniority If staffing and patient care requirements do not permit all nurses requesting a certain vacation preference to take their vacations over the same time period, seniority in the Hospital shall be the determining factor within each unit.

(v) Vacation Segments A nurse may split her/his vacation into four (4) segments, provided that no segment shall be less than one (1) week. Notwithstanding the above, at the written request of a nurse, and by mutual agreement with the Hospital, up to one (1) week of vacation may be set aside to be taken in daily segments. The Hospital shall provide a copy of

such request to the nurse representative designated by the Association for such purpose.

(vi) Granted Vacation By the time of the granted vacation, the nurse must have accrued the necessary hours of PTO to take vacation. If the nurse does not have all of the PTO hours, unused education leave shall be granted at the nurse's request. If the nurse has used PTO for daily cancellations, the amount of time off will not be reduced by an equal number of shifts. Nurses who still do not have enough PTO to cover their complete vacation may take the partial vacation. Daily Cancellations in this paragraph do not include voluntary requests for time off, whether by the nurse or as advanced by the Hospital.

(vii) If a nurse is granted annual pre-scheduled PTO or Leave (formerly known as vacation) and is added back after the shifts are granted off, s/he is considered in an extra shift status. A nurse who has exhausted all her/his PTO due to a family, medical or disability leave and is added back on the schedule on which s/he has been granted annual prescheduled PTO or Leave (formerly known as vacation), will not be counted as extra.

(b) Other PTO Requests Requests for PTO that are not submitted under (a) (i) and (ii) above shall be submitted in writing at least one (1) week in advance of the posting of the schedule covering such day or days. If all such requests within the work area cannot be granted, then seniority within that area and classification shall govern, subject to the following:

(i) Seniority will not govern if a less senior nurse's PTO request has already been approved.

(ii) Major Holiday Off Also, the Hospital agrees to grant holiday time off to all regular nurses on at least one (1) of the following holidays: Christmas Day or New Year's Day. Nurses shall submit their schedule request for Christmas Day and New Year's Day and the holiday time off shall be granted according to seniority. Notwithstanding the above, nurses in the following units shall continue to use their current scheduling methods combining rotation and seniority: ICU, Emergency Department, 5 South, Off-site unit, and 4 South.

For units using a rotation system combined with seniority, to award Christmas and New Years off in advance of the holiday the following shall apply:

- The unit shall keep a record of the posted holiday schedule, actual nurses scheduled for the holiday shift in advance and the schedule put out the

day of the holiday. This will maintain a record to comply with the rotation aspect of the contract.

- A request for time off list will be posted on the unit, with the exception of the ED, where staff will note their requests on the self-scheduling schedule. Nurses may request to work/have off either or both holidays.
- All shifts except Christmas and New Years are granted per the contract as described in Article 7G.
- Nurses who are entitled to the day off through the holiday rotation and seniority system will be awarded the shift off. The core number for the shift will be satisfied first by those wanting to work the holiday and then nurses will be assigned by reverse seniority to meet core numbers in accordance with Article 7G.
- No trades for either holiday shift will be approved.
- If a nurse decides to volunteer to work the holiday shift, s/he will notify the scheduler and the next most senior nurse will be offered the shift off. If the unit is overstaffed, nurses are granted the day off by seniority, not by the request for time off list. If a nurse is granted a holiday off in this fashion, s/he will be deemed to have worked the shift for the purposes of the rotation system. If s/he is granted the shift off in advance of the holiday shift s/he will be deemed to have been off for the purpose of the holiday rotation system.
- If a nurse calls in sick for the holiday shift, s/he will not be deemed to have worked the shift for the purpose of the holiday rotation system.
- If the shift is still overstaffed after nurses have been offered the day off nurses may volunteer to float where qualified. All daily cancellations are per the CNA contract Article 7K. Reporting Pay, Article 22. Reduction in Force and Appendix B.

In order for the Hospital to fulfill its obligation to grant all nurses at least Christmas Day or New Year's Day off, it may be necessary for a nurse exempt from weekend work to be scheduled on a major holiday shift that falls on a weekend.

Upon written petition by at least one-third (1/3) of the nurses on a unit, CNA may conduct an election to change the unit's system for granting major holidays off. An affirmative vote of two-thirds (2/3) of those nurses voting on a unit is required to change the unit's system. CNA must conduct the election and communicate the results to the Hospital prior to September 30 for the

change to be effective that same calendar year. Not more than one such election may be conducted on a unit in any five (5) year period.

(c) When Advance Notice is not Possible Advance written requests for the use of PTO is not required if the nurse's own disability, or an emergency (death or illness in the immediate family as defined in Article 14.I Bereavement Leave), necessitates an unplanned absence that was not requested and approved in advance of that day. In all such cases, the reason for the absence shall be given, and the nurse shall follow the Hospital's requirements as to when and how notice is to be given.

3. PTO Use Encouraged The Hospital encourages nurses to take PTO regularly to prevent unnecessary accumulation.

4. Deferred Vacation It is the intention of the parties to this agreement that the vacation time to which a nurse is entitled shall be taken each year and shall not be cumulative. A nurse may, because of a disability which may necessitate a postponement of the vacation or because of an approved absence or through mutual written agreement with the Hospital, defer earned vacation beyond the year during which the vacation would otherwise be taken. Earned vacation shall not be lost by reason of the provision of this paragraph.

5. 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 the Director of Human Resources. 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 to provide immediate medical care for the nurse or a member of her/his 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 for PTO in advance of the time that it is earned.

6. Requests for PTO and Unpaid Time Off Requests for PTO, regardless of seniority, will be granted before any conflicting requests for unpaid time off are considered. Furthermore, request for unpaid time off by individual nurses will not be granted if the nurse still has PTO hours or ESL, whichever applies. It is not the intent of this paragraph to change existing practice. Exceptions are:

(a) A nurse can elect not to use PTO for her/his own medical disability days preceding eligibility for ESL, during FMLA leaves for the nurse's own serious health condition, Article 14.F professional leave, or daily cancellations.

When the Hospital is overstaffed and a nurse is offered a shift off, the nurse may take a day without pay or use PTO at the nurse's discretion.

(b) A nurse can elect not to use PTO for a disability leave upon the exhaustion of ESL, and to request instead an unpaid leave.

7. Season of the Year PTO requests shall not be unreasonably denied because of the season of the year.

8. Unpaid Time Off Option Each nurse who is employed for one (1) year or more may, at the nurse's option, elect to take an extra week of time off without pay. No more than one (1) extra week of unpaid time off may be received in this manner. A nurse exercising this option shall receive the extra week of unpaid time off, and such unpaid time off shall be granted in accordance with the PTO provisions of the contract.

D. USE OF ESL

1. Waiting Period ESL is to be used for absences from work that exceed three (3) consecutive workdays and that are necessary because of the nurse's own disability. If the nurse is hospitalized overnight, undergoes surgery at a same-day/outpatient surgery center, is directed not to work due to a documented work related exposure or injury, or if s/he becomes ill/injured within seven (7) calendar days of having used ESL, the three (3) day waiting period for access to ESL is waived for that absence. Up to three (3) days of ESL per year may also be used when a Nurse cannot report to work due to illness in the immediate family. For purposes of this paragraph, immediate family is restricted to the Nurse's spouse or domestic partner, child, or parent. In this case the waiting period will also be waived.

2. Medical Verification The Hospital may require reasonable proof of disability sufficient to justify the nurse's absence from work for the period claimed.

3. ESL During Vacation A nurse becoming injured or sick while on vacation is eligible to utilize unused ESL, provided the nurse is admitted to a hospital.

E. RATE OF PAY AND PAYMENT FOR PTO/ESL

1. Incremental Use of PTO/ESL PTO/ESL is to be used in increments of eight (8) hours unless one of the following exists: (Regular part-time nurses can elect to be paid for holiday observances at a pro-rated amount directly related to their scheduled hours).

- Advance approval is obtained for less than eight (8) hours; or,

- The nurse's regular shift is greater or less than eight (8) hours, in which case PTO/ESL hours equal to the shift shall be used; or,
- The nurse is eligible for State Disability or Workers' Compensation payments, in which case ESL shall be integrated to supplement such payments; or,
- An emergency requires a nurse's absence for less than a full shift, in which case the Hospital may excuse the nurse from the full shift, with equivalent PTO/ESL hours being used, or it may require that the nurse report back to work.
- Health Care appointment. PTO shall be granted to a nurse when circumstances make it impossible to schedule a health care appointment during non-working hours. When it is necessary to schedule an appointment during working hours, a nurse, insofar as possible, shall endeavor to schedule such appointment at the beginning or the end of the nurse's shift. Sufficient advance notice shall be given by the nurse.

2. Rate at which PTO/ESL is Paid PTO/ESL hours shall be paid at the straight-time rate in effect as of the date PTO/ESL is used (or cashed in, in the case of PTO) plus any shift differential/premium to which the nurse may be entitled.

3. Termination or Change In Status Upon termination of employment or change to a non-benefited status, nurses shall be paid for all PTO hours accumulated but not taken and, in some cases, a portion of their ESL.

(a) Change in Status In the case of a change to non-benefited status, the pay in lieu of benefits will commence on the first day of the pay period following the date of the change. If a nurse's status changes from non-benefit-eligible to benefit-eligible and s/he was previously benefit-eligible, the previous length of PTO coverage is recognized in determining accrual rate: (i.e., the original date of PTO/ESL accrual is moved forward by the length of time in the non-benefit-eligible status) and any accumulated ESL/OSL which s/he had prior to the change to non-benefit eligible status will be restored for use by the nurse.

(b) ESL payment upon termination or involuntary layoff Upon separation of employment or involuntary reduction to non-benefit-eligible status, accumulated ESL hours will be paid to nurses with fifteen (15) or more years of employment at the individual's hourly rate as follows:

<u>Years of Employment</u>	<u>Percentage of Accumulated ESL</u>	<u>Up to a Maximum of</u>
35+	100%	350 hours

30+	90%	250 hours
25+	80%	200 hours
20+	70%	150 hours
15+	50%	100 hours

4. Workers' Compensation and State Disability In cases where a nurse is eligible to receive disability benefit payments (State Disability Insurance or Workers' Compensation), the nurse shall apply for such benefits. To the extent that the disability payments do not equal the nurse's normal wages, the nurse's ESL (or PTO if elected by the nurse, if applicable) shall be used in an amount sufficient to equal, but not exceed, the nurse's straight time rate of pay and any shift differential for scheduled hours. Where ESL/PTO is subject to integration with State Disability Insurance or Workers' Compensation, it shall be paid promptly even if information as to the precise amount of State Disability Insurance or Workers' Compensation payments is not immediately available.

5. No Requirement for PTO Use for Disability Leaves Nurses cannot be required to use PTO for disability absences or leaves. If PTO is to be used for a leave, however, the nurse must use it immediately upon exhaustion of ESL and must be used for all consecutive workdays thereafter. For purposes of this paragraph only, a "leave" is to be construed as a disability absence exceeding three (3) workdays unless the nurse is hospitalized.

6. Use of PTO/ESL for Workdays Only PTO/ESL can only be used on scheduled workdays.

7. Paycheck Upon one (1) week's written notice from a nurse, the PTO pay for which the nurse is eligible for time off of two (2) weeks or longer shall be available to her/him immediately prior to the commencement of the nurse's time off period. Further, if a nurse's PTO time off covers more than one (1) pay period, no additional tax deductions shall be imposed if only one (1) check is made covering such period.

8. Information on Accruals Within a reasonable time after a nurse submits her/his request, not to exceed three (3) working days, the Hospital will inform the nurse as to the current amount of her/his PTO/ESL accrual and a record of PTO/ESL used by the nurse.

9. Leave Sharing Plan UCSFBCHO employees may voluntarily donate a portion of their accumulated PTO hours to other employees who may suffer financial hardship due to a covered emergency. ESL hours are not transferable between employees.

Procedure for Administration:

Definitions

Employee donor: The employee who donates a portion of her/his accumulated PTO hours.

Employee recipient: The employee in need of PTO hours for a medical emergency or other covered emergency.

Medical emergency: A medical condition of an employee, family member, or loved one that requires prolonged absence from work which will exhaust all accrued paid leave benefits and will result in a substantial loss of income (10 scheduled work days or more) to the employee.

Other covered emergency: Catastrophes caused by natural disasters such as earthquakes, fires, and floods that require prolonged absence from work, which will exhaust all accrued paid leave benefits and will result in a substantial loss of income (10 scheduled work days or more) to the employee.

Eligibility: All regular employees eligible for PTO are eligible to participate in the Leave Sharing Plan as employee donors or recipients. Participation in the Leave Sharing Plan is strictly voluntary. The privacy of recipients, donors, and those who choose not to participate will be respected in administering the plan. Potential recipients may seek help anonymously. The identities of donors (and nondonors) will not be released.

Donated PTO

1. The PTO donation must be a minimum of four (4) hours.
2. The donated PTO hours are converted to a dollar value using the donor's current hourly wage rate. The dollar value is then converted back to hours based on the employee recipient's hourly wage. For example:

Donor				Recipient			
Hours	x	Hourly	=	Dollar	Dollar	÷	Hourly
=		Hours					
donated		wage		value	value		wage received
8	x	\$12.50	=	\$100	\$100 ÷	\$10	= 10 hours

3. If an employee recipient returns to work prior to using all the donated hours, the unused donated time will not be returned to the employee donor(s) but will be retained in the employee recipient's PTO bank.
4. If the employee recipient terminates employment or dies, the unused portion of the donated time will not be returned to the employee donor(s). The unused time will be paid to the employee recipient upon termination of employment or her or his estate in the event of death.
5. Payroll taxes on the value of donated hours are the responsibility of the employee recipient. Since the employee donor realizes no income, there is also no deductible expense for IRS reporting purposes.

Becoming a recipient or donor

1. An employee who wishes to receive donated PTO hours completes a Leave Sharing Plan Recipient Form, available from Human Resources, and submits the completed form to her/his manager.
2. The manager reviews the form for eligibility and forwards it to Human Resources for verification of the emergency.
3. Human Resources will assist with the communication needed on behalf of the potential employee recipient.

Becoming a donor

An employee who voluntarily wishes to donate accumulated PTO hours to a designated recipient completes a Leave Sharing Plan Donor Form that is available in Human Resources. The form is forwarded to Human Resources for processing with the Payroll Department. Payroll will process the transfer of the balances between employees.

F. PAY FOR HOLIDAYS WORKED

1. Recognized Holidays Recognized holidays for the purpose of the following paragraphs are as follows and shall be observed on those days designated by federal and state law.

- | | |
|-----------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King, Jr. Day | Labor Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Nurse's Birthday | |

A day, pm, or night shift nurse works a holiday shift when the major portion of the shift falls on one (1) of the above days.

2. Premium Pay If any nurse, regardless of category, works one (1) of the above holidays the nurse shall receive payment at time and one-half (1-1/2) the nurse's straight time rate, including shift and weekend differentials, for all hours worked on such holiday except the nurse's birthday.

Notwithstanding the foregoing, if a nurse submits at least a thirty (30) day in advance written request for her/his actual birthday off and her/his request is not granted, the nurse will receive payment at time and one-half her/his straight time rate for all hours worked on her/his actual birthday. If the nurse submits at least a thirty (30) day in advance written request for an alternate day off in place of her/his birthday, and her/his request is not granted, the nurse will receive payment at time and one-half (1-1/2) her/his straight time rate for all hours worked on her/his actual birthday.

3. Confirmation Upon written request by the nurse for time off for the birthday holiday, the Hospital will give written confirmation of approval or disapproval within two (2) weeks of the date of applications, subject to revision because of unforeseeable operational requirements.

G. PTO/ESL

PTO/ESL shall be counted as time worked for purposes of computing weekly overtime.

H. OLD SICK LEAVE

All nurses in the bargaining unit at the time of implementation of PTO/ESL who have sick leave balances will have these balances transferred to a bank of time called Old Sick Leave (OSL). Nurses will access OSL prior to accessing PTO or ESL for disability until the nurse's OSL bank is exhausted. Upon termination of employment, except for discharge for serious misconduct, a nurse with fifteen (15) years of continuous employment with the Hospital shall be reimbursed for fifty percent (50%) of the nurse's remaining OSL, up to a maximum of one hundred (100) hours' pay.

I. PTO CASH-OUT

Effective January 1, 2011, no more than six hundred twenty-five (625) hours of PTO can be accumulated from prior anniversary years, and any excess amounts will be paid to the employee in the first pay period in October, unless and to the extent an employee has requested a vacation in which s/he will use all PTO in excess of the six hundred twenty-five (625) hours by the end of the calendar year (December 31) and such time off had been granted in accordance with the Collective Bargaining Agreement. The Hospital will allow nurses with more than six hundred twenty-five (625) hours accumulated PTO at

ratification to schedule Paid Time Off in addition to that provided by Section C prior to December 31, 2011, provided such additional PTO is not inconsistent with patient care needs.

ARTICLE 36. PAYROLL PRACTICES

Unit managers shall not alter a nurse's time card without that nurse's written consent, except to correct errors and/or at the request of the RN. Documentation for all edits/changes will indicate the party responsible. Accrual balances shall include total current balance and accruals earned in the current pay period and year-to-date for PTO and ESL. Upon request, the Hospital shall make available to RNs their accumulated compensated hours, within three (3) business days. Should the Hospital commit an undisputed payroll or compensation error, the Hospital will correct such errors by separate check if it receives notification by noon on Tuesday following payday, unless the nurse requests otherwise in writing. The separate check will be available by close of business the Wednesday following the Tuesday notification, if practicable.

The Hospital will use a system that creates a record of the changes that the RN requested be entered into the time and attendance system.

ARTICLE 37. SAFE LIFTING

The Employer shall maintain a zero-lift policy for all patient care units. For the purposes of this Article, a "zero-lift policy" means replacing manual lifting and transferring of patients with powered patient transfer devices, and lifting devices, consistent with Hospital policy and to the extent necessary in the professional judgment and clinical assessment of the RN.

1. To protect patients and nurses from back and musculoskeletal injury, the Employer shall maintain a safe patient handling program with lift devices available for all patient care units at all times.

2. The Employer shall provide education and training in safe patient handling to nurses that includes, but is not limited to, the following: the appropriate use of lifting devices and equipment to handle patients safely.

ARTICLE 38. TECHNOLOGY

The parties understand that the Hospital may introduce new technologies to improve the quality and efficiency of care provided to patients.

It is the intent of the Employer that new technology will continue to permit the exercise by Registered Nurses of their professional clinical judgment in providing patient care and acting as a patient advocate. For purposes of this Article, "technology" means scientific hardware or software used to achieve a nursing care objective at the Hospital.

The Hospital agrees to notify the Association prior to implementing new information technologies that materially affect the practice of Registered Nurses, and will ensure that appropriate education or training is provided to utilize the new information technology.

The Hospital will provide opportunities for Registered Nurses in the affected clinical area(s) to participate in the design, build, and validation process for new technology impacting patient care delivery, to the extent feasible. RNs may request involvement of the PPC in implementing this Article.

ARTICLE 39. INFECTIOUS DISEASE AND HAZARDOUS SUBSTANCE PROTECTION

The Employer agrees to provide a safe and healthy work environment for RNs.

Personal Protective Equipment (PPE)

1. The Employer shall provide optimal protocols and personal protective equipment based on the type and nature of the disease or substance.
2. The locations of PPE shall be clearly marked and provided to all staff upon orientation to the unit.

Training and Education

1. The Employer shall provide training and education, at least annually, for all RNs who may be exposed to patients, their body fluids, or other potentially infectious or hazardous materials.
2. There will be additional training and education as needed based on new conditions related to infectious diseases and other hazardous substances.

ARTICLE 40. WALNUT CREEK UNIT

The Hospital shall post four generalist positions with any combination of the following experience requirements:

- 2-1/2 years Pedi OR, PACU, or DI experience within the last five years.
- 2 years Pedi OR, PACU, DI and 1 year Critical Care experience within the last 5 years.
- 3 years Pedi Critical Care experience within the last 5 years.
- PALS shall be certified within 1 year, during orientation.
- PALS is considered a mandatory class.
- Code team training within 3 months, during orientation before unit opens.
- 2 positions with 3 years OR experience in the last 5 years, and will be cross-trained during orientation.

Positions posted as Days variable start.

All other contract provisions apply including the RNs may take call per the call language if qualified and pick up extra shifts.

All future positions will be posted as generalists with the above experience requirements.

The Hospital may decide to specify experience requirements for a generalist in the OR, PACU, or DI. The Hospital will rotate each nurse through all the specialties.

ARTICLE 41. TERM OF AGREEMENT

Except as otherwise provided herein, this agreement shall become effective December 19, 2018 and shall continue in effect without change, addition, or amendment through June 30, 2023, subject to reopening as set forth below. This agreement shall be automatically renewed or extended from year to year thereafter unless either party serves notice in writing on the other party at least ninety (90) days prior to the expiration date of this agreement, or subsequent anniversary date, of its desire to terminate or amend this agreement. If a new agreement is not reached prior to June 30, 2023, or any subsequent anniversary date thereafter, the parties may, by mutual consent, extend the existing agreement.

IN WITNESS WHEREOF, the undersigned parties, duly authorized to do so, have executed this agreement this 19th day of December, 2018.

**UCSF BENIOFF CHILDREN'S
HOSPITAL OAKLAND**

**CALIFORNIA NURSES
ASSOCIATION**

Mike Anderson
President and CEO

Bonnie Castillo
Executive Director

Nancy Shibata
Senior Vice President, Clinical
Operations and Chief Nursing Officer

Joanne Jung
Director, Northern California
Collective Bargaining

Phyllis J. Weiss
Vice President, Human Resources

Khadijah Kabba
Director, Acute Care Division

Ruben Garcia
Labor Representative

Kim Branciforte, RN
Nurse Negotiator

Diana Cantu-Reyna
Nurse Negotiator

Aina Gagui, RN
Nurse Negotiator

Martha Kuhl, RN
Nurse Negotiator

Leticia Orozco, RN
Nurse Negotiator

APPENDIX "A"

The Hospital and CNA recognize that nurses may or may not have training and/or experience in Intensive Care Unit (ICU), Burn ICU, Respiratory ICU, Intensive Care Nursery (ICN), Coronary Care Unit (CCU), Post Anesthesia Care Unit/Recovery Room (PACU/RR), Renal Dialysis, or in other areas when special training and/or experience may be needed. Except in cases of emergency, nurses without appropriate training and/or experience shall not be assigned to such areas. Nurses may, however, be assigned to ICU, Burn ICU, Respiratory ICU, ICN, CCU, PACU/RR, or Renal Dialysis for training purposes.

In order to provide a greater number of qualified personnel for temporary assignment to such specialized areas, the facility(ies) shall:

- (a) provide an in-service program or other program for nurses on staff;
- (b) utilize a pool of regular and short-hour nurses qualified to be assigned to such units as relief.

APPENDIX "B"

Clusters for Temporary Layoff Article 19 B.

Children's

- I. ICU, Critical Care Float Pool
- II. ICN, Critical Care Float Pool
- III. 5/3 Surgical, 5 South/East, 4 Medical, 4 South, Summit, Day Hospital, Hem/Onc Clinics, Acute Care Float Pool
- IV. Emergency Department, Critical Care Float Pool
- V. Juvenile Hall
- VI. Operating Room, Surgical Unit at Walnut Creek (OR competency)
- VII. PACU, Diagnostic Imaging, Surgical Unit at Walnut Creek (PACU competency), Critical Care Float Pool
- VIII. Phone Advice

APPENDIX "C"

Financial Adversity: If, during the life of the Agreement, the Hospital is seriously and adversely affected by Medi-Cal, Medicare, and/or private-pay legislation, regulations, and reimbursement policies, CNA agrees to meet with the Hospital to discuss ways in which such financial adversity can be met and what modifications and deferrals, shall be made, subject to mutual agreement.

APPENDIX "D"

CHILDREN'S HOSPITAL & RESEARCH CENTER OAKLAND
HOME STUDY COMPLETION CONTRACT

I, _____, agree to complete the Home
Study _____ Course _____ entitled
_____, by
_____. Within six weeks of completion of the course, I will submit the
(date) certification of completion to my manager. If I fail to do so, I hereby
authorize Children's Hospital & Research Center-Oakland to automatically
deduct from my pay check the amount of ELOA pay I received for the above
course. Further, I understand that failure to submit the certificate of
completion on a timely basis may result in disciplinary action.

Employee Signature

Form No. 65529 White/Yellow – Assist./Assoc. Director Pink
Employee

APPENDIX “E” CALL DEFINITIONS AND PROCEDURES

When nurses are scheduled to take call, the nurse must be available to work within thirty (30) minutes of the time the call starts. Nurses do not have to respond to notice to come in until the time the call starts. The nurse on call may volunteer to be called earlier, however pay for call does not start until the scheduled time.

Surgical Services

1. Distribution of 8-Hour Call Shifts. 8-hour call shifts shall be offered to all qualified staff wishing to take call. Nurses wishing to be assigned a call shift(s) must submit their call preferences in writing no later than two (2) weeks prior to the posting of the next 4-week schedule. All nurses requesting one 8-hour call shift per schedule will be assigned one such shift, with scheduling preferences granted by seniority. Once every nurse requesting to work one 8-hour call shift has been scheduled, nurses requesting two 8-hour call shifts will be assigned a second shift in order of seniority. This process will be repeated until all 8-hour call shifts have been assigned. Call shifts shall be posted on the 4-week schedule. Call shifts may be traded as even trades between nurses or given away per a call wheel. Weekend shifts with associated call shifts in the OR are scheduled under the provisions of this paragraph.

2. Weekend PACU Call. Weekend PACU call shall be distributed on a rotating schedule throughout the year to all qualified PACU nurses. Adjustments shall be made after the posting of the vacation schedule to avoid conflicts between scheduled weekend call shifts and scheduled vacations. Weekend call shifts may be traded as even trades between nurses or given away per a weekend call wheel.

3. Holidays and Holiday Call Shifts. Holiday call shifts shall be first offered to those wishing to work holidays. A list of all paid holiday call shifts for the following year beginning January 2 shall be posted between October 1 and November 15 of the year before. Nurses shall sign up for these shifts in order of seniority, with no nurse taking more than one holiday call shift until every nurse desiring to work such shifts has taken one. If holiday call shifts remain that nurses do not want to work, including nurses on the ongoing availability list, the shifts shall be assigned by reverse seniority. Nurses may trade holiday shifts as even trades between themselves or give these shifts away per a separate holiday call wheel. Notwithstanding the above, nothing in this paragraph shall conflict with the provisions of Article 38C, Holidays.

4. Call Hours. Hours of call shifts in the PACU are eight (8) hour shifts from 2300 to 0700 Monday through Friday and twenty-four (24) hour shifts

from 0700-0700 on weekends and holidays. PACU RNs scheduled on the pm shift may voluntarily convert to call status if there are no further cases projected so that a minimum of two nurses are available to the PACU (in house or on call) at all times. RNs may not be required to convert to a call status. Article 19 cancellation language and Article 24 2 b iii apply. No nurse may go home prior to the end of their scheduled shift without first checking with the Nurse Administrator On Call or the Nurse Supervisor and staffing office.

Hours of call shifts in the OR, in addition to the hours of RNFA call defined below, are eight (8) hour shifts from 2300 to 0700 Sunday through Saturday, and eight (8) hour day and pm shifts on the weekends.

RNFA call shall be distributed by seniority rotation to all qualified RNFAs as described above. RNFA call shifts shall be from 1930 to 0700 Monday through Friday, forty-eight (48) hours on weekends, and twenty-four (24) hours on holidays.

5. Use of the call wheel. A call wheel is a list of all unit nurses qualified to take call. When a previously scheduled call shift is made available, nurses are offered the shift per a rotating wheel; each nurse is given a minimum of 2 hours to respond to the offer before the next nurse is called. Each offer and the nurse's response is noted in the log. Once a nurse agrees to take the offered call shift, the next nurse on the list will be the first nurse called when the wheel is utilized again. If, in the opinion of the person making the calls, time constraints do not allow a 2 hour wait for response, the wheel can be used on a first called, first response basis. The Hospital shall not be liable for errors made by a nurse using the call wheel to give away an unwanted call shift. Separate call logs shall be kept in the OR and PACU as appropriate.

6. Relationship Between Weekend and Holiday OR Shifts and Call. A nurse working a day shift in the OR on a weekend or holiday has first right to the pm call shift following her/his day shift. A nurse working a pm shift in the OR on a weekend or holiday has first right to the day call shift preceding her/his pm shift. Night call shifts on weekends and holidays in the OR are treated like weekday 8-hour night call shifts for purposes of scheduling. Weekend and holiday call shifts may be traded between nurses or given away per the OR call wheel.

7. Sick Calls on Nights in OR. When the night shift OR nurse calls in sick, the Hospital will use the availability list to try to fill the shift, first on a straight-time basis, then on an overtime basis. If this process does not result in a replacement nurse, the on-call nurse must cover the shift. If the on-call nurse does not wish to cover the shift, s/he may attempt to give the shift away via

the call wheel, but if s/he is unsuccessful, the on-call nurse must cover the shift. In either event, the Hospital will offer the newly vacant call shift via the call wheel.

8. Call On Units not Licensed for Inpatient Use. Mechanisms such as filling all appropriate staffed available licensed beds will be utilized prior to placing inpatients in the PACU. If, due to high census, the Hospital opens up the PACU to temporary use for inpatients, and there are no regularly scheduled qualified RNs available, the Hospital will follow the Side Letter on Scheduling, Posting and Awarding Extra Work to try to fill the shift, first on a straight-time basis and then on an overtime basis. If this process does not result in adequate staff for the shift, the on-call PACU nurses may be called in to staff the PACU. If the on-call nurse does not wish to cover the shift, s/he may attempt to give the shift away via the call wheel, but if s/he is unsuccessful, the on-call nurse must cover the shift. If on call PACU RNs are called in to care for inpatients it will be for no more than eight (8) hours, even if the RN is on call for more than eight (8) hours. Once the attending anesthesiologist determines that a PACU patient meets discharge criteria, the patient will be considered an inpatient. A mandated on-call nurse who has been called in to recover a PACU patient will not be required to care for the patient who has achieved discharge criteria past the end of the shift. For the purposes of this paragraph, a shift is defined as 0700-1530, 1500-2330, and 2300-0730.

Holidays and Holiday Call Shifts for Apheresis Program

The holiday shifts that currently need to be covered by 30-hour call shifts include Christmas (starting at 1700 Christmas Eve through 2300 Christmas Day), Thanksgiving (1700 eve before Thanksgiving through 2300 Thanksgiving Day), and New Year's Day (1700 New Year's Eve through 2300 of New Year's Day.) Holiday pay begins at 2300.

1. Call shall be offered by seniority to all qualified unit nurses who are competent to perform all emergent type Apheresis procedures.
2. No nurse shall sign up for more than 30 hours of holiday call unless there are shifts left unfilled. If an insufficient number of nurses sign up for holiday call shifts, the Hospital can assign the unfilled shifts by reverse seniority.
3. Shifts can be traded or given away by seniority.

Apheresis standby definition.

When a qualified RN is notified of the need to perform an emergent Apheresis procedure, and s/he accepts the assignment this initiates conventional standby status. A nurse in standby status will remain in that status

until the standby is cancelled, the nurse arrives at the Hospital to start the procedure, or the nurse has remained in standby and then begins the nurse's scheduled shift. A nurse on standby receives half time pay unless during a holiday call shift which is three quarter pay. A nurse on standby, when called to work shall be compensated at time and one half the straight time rate including applicable shift and weekend differentials.

Nurses recalled to work will be guaranteed three (3) hours of work or payment in lieu thereof.

- (a) If the procedure is a leuko reduction, or any procedure that requires more than four (4) hours, the hospital will request a second RN be placed in standby status.

Call in Diagnostic Imaging

The purpose of call DI is to ensure qualified RN coverage for patients requiring DI services outside of routine business hours of the department.

The required call hours are:

Monday through Friday from 2300 to 0700 the following day (8 hour call shift)

Saturday 1500 to 2300 – an 8 – hour call shift

Saturday 2300 to Sunday 1100 – a 12-hour call shift

Sunday 1100 to Sunday 2300 – a 12-hour call shift

Sunday 2300 to Monday 0700 – an 8-hour call shift

Holiday call 2300 to 2300 the following day – a 24-hour call shift

If Holiday call shifts overlap other call shifts, the Holiday shift shall take precedent.

Other Call Hours: RNs scheduled on the pm shift may voluntarily convert to call status if there are no further cases projected so that a minimum of one nurse is available to DI (in house or on call) at all times. RNs may not be required to convert to a call status. Article 19 cancellation language and Article 24 2 b iii apply. No nurse may go home prior to the end of their scheduled shift without first checking with the Nurse Administrator On Call or the Nurse Supervisor and staffing office.

1. Distribution of 8-hour and 12-hour call shifts: 8 or 12-hour call shifts shall be offered to all qualified staff wishing to take call. Nurses wishing to be assigned a call shift(s) must submit their call preferences in writing no later than two (2) weeks prior to the posting of the next 4-week schedule. All nurses requesting one 8 or 12-hour call shift per schedule will be assigned one such shift, with scheduling preferences granted by seniority. Once every nurse requesting to work one 8 or 12-hour call shift

has been scheduled, nurses requesting two 8 or 12-hour call shifts will be assigned a second shift in order of seniority. This process will be repeated until all 8 or 12-hour call shifts have been assigned. Call shifts shall be posted on the 4-week schedule. Call shifts may be traded as even trades between nurses given away per a call wheel.

2. Holidays and Holiday Call Shifts: Holiday call shifts shall be first offered to those wishing to work holidays. A list of all paid holiday call shifts for the following year beginning January 2 shall be posted between October 1 and November 15 of the year before. Nurses shall sign up for these shifts in order of seniority, with no nurse taking more than one holiday call shift until every nurse desiring to work such shifts has taken one. If holiday call shifts remain that nurses do not want to work, including nurses on the ongoing availability list, the shifts shall be assigned by reverse seniority. Nurses may trade holiday shifts as even trades between themselves or give these shifts away per a separate holiday call wheel. Notwithstanding the above, nothing in this paragraph shall conflict with the provisions of Article 35 C.2.b (ii) Major Holiday Off.
3. Use of the call wheel: A call wheel is a list of all unit nurses qualified to take call. When a previously scheduled call shift is made available, nurses are offered the shift per a rotating wheel; each nurse is given a minimum of 2 hours to respond to the offer before the next nurse is called. Each offer and the nurse's response is noted in the log. Once a nurse agrees to take the offered call shift, the next nurse on the list will be the first nurse called when the wheel is utilized again. If, in the opinion of the person making the calls, time constraints do not allow a 2-hour wait for response, the wheel can be used on a first called, first response basis. The Hospital shall not be liable for errors made by a nurse using the call wheel to give away an unwanted call shift. Separate call logs shall be kept for the 8 and 12-hour call shifts and the 24-hour Holiday call shift.

ADDENDUM TO AGREEMENT ON ARTICLE 2. COVERAGE

1. The Classification of Head Nurse shall remain in the contract.
2. Head Nurses shall be excluded from or included in the bargaining unit covered by the agreement in accordance with the decision of the Regional Director of the National Labor Relations Board issued on February 23, 1978 in Case No. 32-UC-4. The Agreement is entered into without prejudicing the right of either party to seek review of the above decision. In the event the NLRB reverses or modifies the Regional Director's decision on review this provision shall be applied in accordance with such modification.
3. The Hospital agrees that, notwithstanding the assignment by the Hospital of supervisory authority and responsibility to employees covered by the agreement, the Hospital will not seek removal of any position not found by the NLRB to be a supervisory position under the Act from coverage of the agreement prior to the period for opening the agreement in advance of its expiration.
4. Within ninety (90) days of the date the agreement is executed, any Head Nurse who has been excluded from the bargaining unit by the National Labor Relations Board shall be permitted to reclassify to a covered position without loss of seniority, tenure step (of the classification to which the nurse is reclassified), and benefits and shall not be subject to discrimination if s/he requests such reclassification.
5. All Assistant Head Nurses shall continue to be covered by the terms of the contract.

LETTER OF AGREEMENT

California Nurses Association
1615 Broadway, Suite 1015
Oakland, CA 94612

The Hospital agrees that it will create, by no later than January 1, 1986, four (4) new permanent day positions in Pediatric ICU. The total number of full-time equivalent positions will not be changed. Therefore, existing rotating positions may be changed to accomplish this. Employees will be awarded these positions by seniority. However, when these positions are first created, any nurses now assigned to Pediatric ICU will be permitted to bid for them. On a quarterly basis, the Hospital will provide CNA data indicating the total number of nursing positions in each unit and the number of those positions which are rotating positions. The Hospital will continue to engage in dialogue with CNA about the use of shift rotation.

Very truly yours,

CHILDREN'S HOSPITAL MEDICAL CENTER

By/s/ Harold Williams,
President

By/s/ Anil Bhatnagar
Vice President H.R.

LETTER OF UNDERSTANDING TWELVE-HOUR SHIFT SCHEDULES

This letter of Understanding confirms the Twelve (12) Hour Shift Agreement between Children's Hospital Medical Center (hereafter called the "Hospital") and California Nurses Association (hereafter called "CNA"). The Letter of Understanding will be in effect throughout the term of the master collective bargaining agreement between the Hospital and CNA.

The Hospital may request in writing to CNA or CNA may request in writing to the Hospital that RN twelve (12) hour shift schedules be implemented in a particular unit.

Upon written petition by at least ten percent (10%) of the nurses on a unit, CNA shall conduct an election to allow twelve (12) hour shifts on a unit. Not more than one such election may be conducted on a unit annually.

The unit election process will be as follows:

(a) The Hospital and CNA will mutually agree to an election date on which each regular full-time, regular part-time, short-hour, and per diem RN in the unit will cast a secret ballot designating whether or not s/he would like to have the 12-hour shift schedules implemented on that unit;

(b) No less than thirty (30) days prior to the unit election date, the Hospital will announce the election in the unit staff meetings and will post notices on the unit;

(c) An Association and Hospital representative may participate in the ballot count;

(d) Adoption of the 12-hour shift schedules on the unit will be determined by a simple majority vote of those voting;

(e) CNA shall conduct the election and communicate the results to the Hospital. If nurses vote to allow twelve (12) hour shifts on a unit, the employer may post twelve (12) hour shifts no sooner than thirty (30) days after the election.

It is understood that, if a particular unit should vote to adopt twelve (12) hour shift positions, those nurses who bid on and receive twelve (12) hour positions will retain all benefits and conditions of employment contained in the master Agreement except as modified below:

1. Hours of Work The straight-time workweek will be one (1), two (2), or three (3) twelve (12) hour shifts per week; a straight-time day's work will

consist of no more than twelve (12) hours within twelve-and-a-half (12-1/2) hours.

Positions posted for one (1) twelve (12) hour shift shall be considered Short Hour.

Positions posted for two (2) twelve (12) hour shifts shall be considered regular part time.

Positions posted for three (3) twelve (12) hour shifts shall be considered regular full time.

2. Shifts The two (2) twelve (12-hour) shifts will be:

A Shift: 7:00 am - 7:30 pm, and

P Shift: 7:00 pm - 7:30 am

The hours for the above-defined shifts can only be changed by mutual agreement between the parties.

3. Rest Periods Each nurse will receive one (1) unpaid thirty (30) minute break and three (3) paid fifteen (15) minute breaks during each twelve (12) hour shift worked.

4. Days Off Nurses will be given at least two (2) days off between shifts after the completion of two (2) or more consecutive twelve (12) hour shifts unless otherwise requested by the nurse.

5. Paid Time Off/Extended Sick Leave Nurses working a three (3) twelve (12) hour shift schedule shall accrue PTO/ESL at the rate of forty (40) for thirty-six (36) or 1.111 times the applicable eight-hour PTO/ESL accrual rate. Nurses working a two (2) twelve (12) hour shift schedule shall accrue PTO/ESL based on Article 35. B.

6. For Regular Part-Time Benefitted and Short Hour RNs all accruals shall be as provided for in the contract in Article 10.

7. Educational Leave of Absence (LOA) Nurses working three (3) twelve (12)-hour shifts will receive educational leave benefits equal to those received by regular, full-time, forty (40) hour nurses. Nurses working two (2) twelve (12) hour shifts shall receive educational benefits equal to those received by regular, part-time twenty four (24) hour nurses.

8. Jury Duty Jury duty will be paid in accordance with Article 14 of the master Agreement except that in Section D. (Hours of Work and Jury Duty) eight (8)-hour day is changed to twelve (12)-hour day.

9. Compensation Nurses who work twelve (12)-hour shift schedules will be compensated at the same rate of pay as the corresponding benefited or non-benefited eight (8) hour rate of pay for their Step.

A Shift shall receive day rate for 7:00am to 3:00pm and PM shift differential for all hours worked after 3:00pm.

P Shift shall receive Night Shift differential for all hours worked.

10. Overtime

Workday: All hours worked in excess of twelve (12) hours in any one (1) workday, excluding meal period, will be paid at double (2x) the nurse's regular rate of pay for such work.

Workweek: All hours worked in excess of three (3) days or thirty-six (36) hours in any one (1) workweek will be paid at the regular rate of pay up to forty (40) hours. All hours worked in excess of forty (40) hours in any one (1) workweek will be paid at the rate of one and one-half (1-1/2) times the nurse's regular rate of pay.

11. The number of staff nurse twelve (12) hour shift positions in any nursing unit shall not exceed thirty percent (30%) of that unit's total staff nurse positions except in the critical care units (ICN and ICU), in which case the number of twelve (12) hour positions shall not exceed forty percent (40%) of the unit's total staff nurse positions.

12. For the purpose of layoffs, nurses working three (3) twelve (12)hour shifts are considered full-time. This will not alter any other provision of the contract pertaining to work hours.

13. Reduction of hours options Nurses in twelve (12) hour shift positions are exempt from the reduction of hours option.

14. The Hospital agrees to provide CNA with quarterly written reports which indicate the current number of twelve (12) hour shift positions by unit.

15. The parties agree to meet and discuss any problems that may arise related to a potential or actual adverse effect that such twelve (12) hour shift position posting and filling may have on eight (8) hour staff nurse positions, especially the PM shift positions, in any unit that has adopted the twelve (12) hour shift positions.

16. Notwithstanding the above, twelve (12) hour weekend only positions may be available to the Float Pool only. See side letter on weekend positions.

17. There shall be no cap on the number of twelve (12) hour positions in the Float Pool. The Hospital agrees to post a variety of eight (8) hour positions.

LETTER OF UNDERSTANDING TWELVE-HOUR SHIFT SCHEDULES - EMERGENCY DEPARTMENT (ED)/ OPERATING ROOM (OR)

This Letter of Understanding confirms the Twelve (12) Hour Shift Agreement between Children’s Hospital & Research Center at Oakland (hereafter called the “Hospital”) and California Nurses Association (hereafter called “CNA”). This Letter of Understanding is applicable to the Emergency Department only and will be in effect throughout the term of the collective bargaining agreement between the Hospital and CNA. This Agreement replaces any prior agreements that modify “Letter of Understanding: Twelve-Hour Shift Schedules.”

All provisions in the “Letter of Understanding: Twelve-Hour Shift Schedules” shall be applied with the following two (2) modifications only:

- 1) The two (2) additional twelve (12) hour shift schedules are :

L Shift: 11am-11:30pm

B Shift: 3pm-3:30am

Matching shifts shall not be required.

- 2) Compensation.

L shift shall receive PM shift differential for all hours worked.

B shift shall receive PM shift differential from 3:00pm to 11:00pm and Noc shift differential for all hours after 11:00pm.

The L Shift 11:00am to 11:30pm under the above letter of understanding for 12 hours shift schedule shall also apply to the OR.

LETTER OF UNDERSTANDING - BENEFIT ACCRUAL FOR UNION NEGOTIATING TEAM

The Hospital and CNA agree that employees appointed or elected to the Union Negotiating Team shall receive full credit towards accruals towards seniority and benefits for approved time missed from their regular work schedule due to bargaining sessions.

/s/ Anil Bhatnagar

/s/ Karen Kennedy

Children's Hospital of Oakland

California Nurses Association

Anil Bhatnagar

Karen M. Kennedy

Vice President, Human Resources

Labor Representative

Dated: 10/31/94

Dated: 10/31/94

LETTER OF UNDERSTANDING – GROUP HEALTH, DRUG, DENTAL, AND VISION PLANS

The Hospital will meet with the Association regarding the selection of the PPO Network and will consider CNA’s recommendations. This Process will not unreasonably delay the selection and adoption of the PPO Network.

In reviewing PPO options, the Hospital and CNA agree that the following are appropriate factors for consideration:

The size and scope of the PPO Network and the number of providers;

The stability of the PPO and the length of time in existence;

The PPO’s claims processing methods; and

The PPO’s history in serving other employers of similar size.

The Hospital shall use its best efforts to ensure that the provider network encompasses the greatest number of providers.

/s/ Anil Bhatnager

/s/ Karen Kennedy

Children’s Hospital Oakland

California Nurses Association

Anil Bhatnager

Karen Kennedy

Vice President, Human Resources

Labor Representative

Dated: 10/31/94

Dated: 10/31/94

LETTER OF UNDERSTANDING - ADJUSTMENT AND ARBITRATION

The Hospital and CNA agree to establish a monthly meeting for a period not to exceed six (6) months to commence the month following ratification for the express purpose of hearing grievances scheduled to be heard at the Step 2 or Step 3 level, provided that the same issue may not be heard at both the Step 2 and Step 3 level at the same meeting absent mutual agreement. In order to properly prepare for this meeting, CNA will submit a proposed agenda at least fifteen (15) days in advance for the Hospital's review and mutual agreement, provided that a Step 2 grievance may be placed on the agenda seven (7) days in advance if it has already been considered at the Step 1 level.

_____ Signed _____
Children's Hospital Oakland
Phyllis Weiss
Manager, Employee Relations
Dated:

_____ Signed _____
California Nurses Association
Joe Lindsay
Senior Labor Representative
Dated:

LETTER OF UNDERSTANDING ON OPTION FOR NURSES WITH VESTED RIGHTS IN HOSPITAL PENSION PLAN

A. NEW NURSES

A new Registered Staff Nurse first employed on or after January 1, 1976, or re-employed on or after January 1, 1976, following a break in service, shall be covered exclusively for pension purposes by the Tax Deferred Annuity Program provisions of this Letter of Understanding and is not entitled to be a member of or covered by the Hospital Plan.

B. OPTION FOR NURSES WITH VESTED RIGHTS IN HOSPITAL PENSION PLAN

1. Definition A vested nurse for purposes of this article shall be defined as a nurse employed by the Hospital on December 31, 1975 who has ten (10) or more years of service and, according to the vesting provisions of the Hospital Plan, has a vested right as of December 31, 1975 to benefits under the Plan.

2. Option for Vested Nurses Vested nurses employed by the Hospital on December 31, 1975 shall have a one-time irrevocable option to select either Option A or Option B below.

Option A The nurse shall cease to participate in the Hospital Pension Plan as of December 31, 1975, and the Hospital shall contribute into an Individual Retirement Account on the nurse's behalf on and after January 1, 1976, all as provided in this article. The nurse shall retain all vested rights accrued as of December 31, 1975.

Option B The nurse shall continue to participate in the Hospital Pension Plan on and after January 1, 1976 and shall not in any way be covered by or subject to the Individual Retirement Account provisions of this article.

The Hospital agrees to obtain such a written option from each vested nurse by April 5, 1976.

3. Future Benefits Under the Hospital Plans The retirement benefits for all nurses who select Option B above and for those nurses already retired on December 31, 1975 under the Hospital Plan shall be equivalent to those set forth in the Hospital Pension Plan for the Hospital's employees covered by the collective bargaining agreement covering the greatest number of employees other than Registered Nurses. Any improvements or increases granted in such agreement are to be granted concurrently to nurses covered by this subparagraph; provided, however, that already retired nurses shall only

receive such increases or improvements if retired employees under such agreement also receive such increases or improvements. The Association shall be notified by the Hospital of any such improvements or increases.

A nurse vested on December 31, 1975 under either of the Hospital Plans and who selects Option A above, shall, upon retirement, receive benefits earned by reason of years of service prior to December 31, 1975 under the benefit formula set forth in the Hospital Plans on December 31, 1975. A nurse who becomes contingently vested under Section C, Paragraph 2, below, shall, upon retirement, receive benefits earned for years of service prior to December 31, 1975 under the benefit formula set forth in the Hospital Plan on December 31, 1975.

4. Nonforfeiture of Vested Rights In no event will a vested nurse forfeit any rights vested as of December 31, 1975.

C. NON-VESTED NURSES - - CONTINGENT VESTING

This Section C applies to a regular full-time or regular part-time nurse employed by the Hospital on December 31, 1975 with more than one (1) year of employment with the Hospital, but with less than ten (10) years of membership in the Hospital Plan on that date.

1. Such nurse shall immediately terminate her or his membership in the Hospital Plan and shall not accrue any further benefits under such plan on or after January 1, 1976.

2. Such nurse's years of service on and after January 1, 1976 shall count for vesting purposes under the Hospital Plan, but for no other purpose. If, in the future, such nurse attains ten (10) or more years of membership in the Hospital Plan, s/he shall be deemed vested, but solely and only for benefits earned by reason of years of service prior to December 31, 1975.

3. On or after January 1, 1976, the Hospital shall contribute on behalf of such nurse into an Individual Retirement Account as above set forth in this article, provided that such nurse retains her or his status as a regular full-time or regular part-time nurse.

D. NINETY-DAY TRANSFER RULE

1. A Non-Vested Nurse A non-vested nurse whose employment with a member hospital has terminated and who, within ninety (90) days thereafter, is re-employed by the same or different member hospital of the Associated Hospitals or by a reciprocating hospital, as defined in the Hospital Plans, and who continues to be credited for years of service for contingent

vesting purposes under the Hospital Pension Plans as provided in Section C, Paragraph 2, above.

2. A Vested Nurse A vested nurse who has elected to remain in the Hospital Plans and whose employment has subsequently terminated and who, within ninety (90) days thereafter, is re-employed by the same or a different member hospital of the Associated Hospitals and who continues in this new employment for one year or more shall continue to participate in the Hospital Plans.

E. FIVE-YEAR REINSTATEMENT RULE

A Non-Vested Nurse A non-vested nurse whose employment with the Hospital has terminated and who, at the date of termination, had five (5) or more years credited service in the Hospital Pension Plan and who, on or after January 1, 1976, is re-employed by the Hospital shall have years of service after January 1, 1976 credited for purposes of contingent vesting as provided in Section C, Paragraph 2, above.

F. RETIREE HEALTH COVERAGE

Effective January 1, 2002, for nurses who retire on or after January 1, 2002 after ten (10) years of employment in a benefited status and attainment of age fifty-five (55), a retired nurse will be eligible to enroll for individual coverage in the Hospital sponsored Early Retiree HMO plan, at their own expense, until the nurse attains age sixty-five (65) or becomes Medicare eligible, whichever occurs first. The maximum charge to a nurse for this plan shall be the COBRA price for individual coverage for the employee HMO plan. It is understood that the Early Retiree HMO plan shall be comparable to the employee HMO plan.

Effective January 1, 2005, for nurses who retire on or after January 1, 2005 with at least twenty five (25) years of employment, the Hospital will contribute each month an amount equal to \$75.00 x years of service/12 towards the cost of the above coverage, commencing the first of the month following the nurse's attainment of age sixty (60), and ending when the nurse attains age sixty five (65) or becomes Medicare eligible, whichever occurs first.

SIDE LETTER ON PEDIATRIC ADVICE LINE NURSE

I. Effective thirty-one (31) days after the conclusion of negotiations for inclusion of the Pediatric Advice Line Nurses into the current Agreement between the California Nurses Association and UCSFBCCHO, all Pediatric Advice Line Nurses (PAL Nurses) shall become members of the Association. PAL Nurses shall be subject to all the terms and conditions of the current collective bargaining agreement except as specified below:

II. The compensation for PAL Nurse shall be at the Staff Nurse II pay scale. The requirements and qualifications for this classification shall be:

A minimum of three (3) years within the last five (5) years of diverse pediatric nursing experience.

III. ARTICLE 7. HOURS OF WORK

D. WEEKENDS OFF - Defer to Master Agreement

I. SHIFT ROTATION

PAL Nurses may waive the shift rotation premium in addition to the waiver provisions provided in H. WAIVERS. The PAL Unit was not in effect when the shift rotation caps were established in 1986. At the Union's request, within six (6) months of the ratification of this agreement, the parties will meet and mutually agree whether or not a shift rotation cap is necessary for the PAL Unit.

IV. ARTICLE 8. SICK LEAVE; ARTICLE 9. VACATIONS; ARTICLE 10. HOLIDAYS

Defer to Master Agreement.

V. ARTICLE 16. RETIREMENT PROGRAM

PAL Nurses shall become eligible to participate in the provisions of this Article 16 effective with the beginning of the pay period closest to the date the economic provision of this agreement goes into effect.

VI. ARTICLE 22. REDUCTION IN FORCE AND RECALL

Defer to Master Agreement and in accordance with the provisions of II.

VII. APPENDIX "B"

Defer to Master Agreement.

VIII. Seasonal Positions:

The Hospital may elect to post position vacancies for new positions within PAL that are for periods of less than twelve (12) months per year. As an example, the Hospital may elect to post a 1/5 position that is nine (9) months in duration and three (3) months in duration as per diem each year.

_____ Signed _____

_____ Signed _____

Corinne Comer

Harry Joel

Signed: 7/22/97

Signed: 7/22/97

SIDE LETTER REGARDING STAFFING AND PATIENT CARE ISSUES

August 25, 1997

PATIENT CLASSIFICATION SYSTEM COMMITTEE

(a) The Hospital shall implement a Patient Classification System, as defined in Section 70053.2 of Title 22, for determining nursing care needs of individual patients that reflects the assessment, made by a Registered Nurse as specified in Section 70215(a) of Title 22, of patient requirements and provides for shift-by-shift staffing based on those requirements. 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.

(b) A written staffing plan shall be developed by the Vice President of Patient Services, 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. 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.
- (4) The staffing plan shall be retained for the time period between licensing surveys, which include the Consolidated Accreditation and Licensing Survey process.

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

(d) At least half of the members of the Review Committee shall be Registered Nurses who provide direct patient care. Not fewer than three (3) members designated by the Professional Performance Committee and an equal number of representatives of Nursing Administration shall serve as the Committee. The Committee shall meet within thirty (30) days of ratification of this Agreement and shall meet at least annually thereafter. Differences of opinion between CNA and Nursing Administration representatives on the committee may only be referred, by either party, to a neutral healthcare expert familiar with hospital staffing issues, selected by mutual agreement, who will conduct an inquiry and render an advisory decision.

(e) 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.

CLARIFICATION OF DEFINITION AND CALCULATION OF SENIORITY

1. Seniority Definition

For any and all purposes, the parties agree that the computation of seniority under all provisions of the contract which refer to "seniority," or "length" (or "years") of service with (or "in") the Hospital, shall be calculated and applied using bargaining unit service, applying accrual rates outlined in the contract.

2. Seniority Calculations

a. For any and all purposes the parties agree that there shall be only one seniority list, and that list shall calculate seniority based exclusively on service as a bargaining unit member.

b. Provisions in the contract (Article 18.A) which provide for seniority credit for an employee "newly classified as an RN" shall be honored when an employee is reclassified as an RN, and assumes an RN position from a non-RN position. Any possible supervisory service in a non-RN position shall be deducted from RN seniority credit when reclassifying such an employee, as would be the case for an RN.

These seniority provisions were clarified by CNA and UCSFBCHO on June 26, 1997, in a settlement agreement, from which the above provisions were excerpted.

SIDE LETTER ON SEASONAL POSITIONS

1. The Hospital will determine on a unit by unit basis the number of seasonal positions, if any, that will be posted.

A. Seasonal Regular Short Hour

a. Day Shift/PM Shift:

*November 1 through *May 31 – staff will have a 9/10ths (.9) work schedule including weekends off as per Article 7.D. Weekends Off, Sections 1 and 2 (a). At its option, the Hospital may post pm shift seasonal positions with an 8/10ths (.8) work schedule during this period.

*June 1 through *October 31 – Staff will have a 1/5th (.2) work schedule including weekends off as per Article 7.D. Weekends Off, Sections 1 and 2 (a).

b. Night Shift:

*November 1 through *May 31 – staff will have a 4/5ths (.8) work schedule including weekends off as per Article 7.D. Weekends Off, Sections 1 and 2 (a).

*June 1 through *October 31 – Staff will have a 1/5th (.2) work schedule including weekends off as per Article 7.D. Weekends Off, Sections 1 and 2 (a). Staff who bid successfully into this seasonal position will be considered 6/10ths (.6) status for the purpose of ELOA accruals and bumping rights.

B. Seasonal Regular Per Diem

a. Day, PM, and Night Shift:

*November 1 through *May 31 (7months)- Staff will have a 8/10ths (.8) work schedule including weekends off as per article 7.D. Weekends Off, Sections 1 and 2 (a).

*June 1 through *October 31 – Staff will have a per diem work schedule as per Article 7.D.2.(d).

Staff who bid successfully into this seasonal position will be considered 5/10ths (.5) status for the purposes of ELOA accruals and bumping rights.

*Seasonal positions (A&B) will be benefited for twelve (12) months of the year, but will have a varied work commitment based on the time of year.

C. Seasonal Short Hour Per Diem

a. Day/PM Shift:

*November 1 through *May 31 (7 months) – Staff will have a 7/10ths (.7) work schedule including weekends off as per article 7.D. Weekends Off, Sections 1 and 2 (a). At its option, the Hospital may post positions with a 6/10ths (.6) work schedule during this period.

*June 1 through *October 31 – Staff will have a per diem work schedule as per Article 7.D.2.(d).

b. Night Shift:

*November 1 through *May 31 (7 months) – Staff will have a 3/5ths (.6) work schedule including weekends off as per article 7.D. Weekends Off, Sections 1 and 2 (a).

*June 1 through *October 31 – Staff will have a per diem work schedule.

Seasonal SH/PD Positions are paid at the in lieu of benefit rate and are treated as SH/PD for all purposes.

Contract provisions that provide for reduction in hours or weekend exemption in Article 7.D.2.b will not apply to these positions. All other contract provisions apply, including premiums for extra weekends as noted in Article 7.D. Weekends Off, Sections 1 and 2 (a).

*Actual inclusive dates would correspond to the first day of the pay period closest to November 1 or June 1, and the last day of the pay period whose ending date is closest to May 31 or October 31.

SIDE LETTER ON OR TRAINING PROGRAM

Surgical Nurse Training Program

Purpose:

To enhance recruitment of surgical nurses by providing an effective training program designed to attract interested and qualified entry-level nurses, as well as currently employed UCSFBCHO nurses, into the surgical specialty.

Program:

The program consists of both didactic and clinical components and focuses on the basic operating room skills of interviewing, scrubbing, prepping, positioning, asepsis, and instrumentation.

The didactic training will be conducted at the San Mateo College of Nursing, or an equivalent program as approved by the Hospital. The clinical training will be conducted at UCSFBCHO in the Surgical Services Department. The combined didactic and clinical training is currently twelve (12) weeks in duration.

An additional six (6) months of orientation will be provided in the Surgical Services Department.

Successful completion of the program consists of participants meeting the expectations of the didactic and clinical components within the twelve (12) week training period and by successfully completing the additional six (6) months of orientation in the department.

In order to maximize exposure, participants must be willing to work a flexible schedule during the first nine (9) months to avail themselves of training opportunities.

The number of participants in the training program, and whether there are any participants in the training program, at any given time will be at the discretion of management and based on the anticipated needs of the department. The Hospital will make a good faith effort to recruit internal applicants for this program.

Requirements for Participation:

1. Graduate of an accredited School of Nursing, with B.S.N. preferred.
2. Current California R.N. License.
3. Able to meet the physical requirement of a nurse in the Surgical Services Department.

4. External applicants need to have an externship in surgery (minimum of two hundred and forty (240) hours).

Internal Applicants:

Internal applicants must submit a transfer request for the training program in order to be considered and will be selected on a seniority basis for the training program prior to any external candidates.

Two (2) mandatory observation shifts (as an RN) in the operating room will be provided to interested internal candidates prior to participation in the program. Internal candidates can use educational leave for these observation days. CEU's will be available.

Internal applicants will be required to use their Educational Leave for the duration of the training program (currently twelve [12] weeks).

Internal applicants who have completed an externship in surgery (minimum of two-hundred and forty [240] hours) will not be required to complete the didactic training but will be given the standard six (6) month orientation period.

External Applicants:

External applicants must submit an application for the training program in order to be considered and will be selected after all internal candidates.

External applicants must have completed an externship in surgery (minimum of two-hundred and forty [240] hours).

Wages and Tuition Payment:

UCSFBCHO will pay all wages and benefits of participants while in the Surgical Nurse Training Program.

In addition, UCSFBCHO will pay each participant's tuition expenses including textbooks and standard fees charged by the Hospital-designated institution providing the training program, in advance. Current cost of this program is \$334.00.

(See Repayment Obligation Below)

Inability To Successfully Complete, or Early Withdrawal from the Training Program:

Participants who do not meet the expectations of the didactic program or clinical performance during the twelve (12) week training program or the additional six (6) month orientation may transfer into an open position for which they are qualified. (See Repayment Obligation Below)

In the event an internal candidate wishes to voluntarily withdraw from the program, they may return to their original position within the first four (4) weeks of the training. Nurses will be alerted at the beginning of the third (3rd) week that the timeline for requesting a return to their original position must occur by the end of the fourth (4th) week.

(See Repayment Obligation Below)

Limits on Applications:

Participants in the program may not apply for another vacancy in a different unit before sixteen (16) months, unless there is a mutual agreement by UCSFBCHO, the nurse and CNA. This is an exception to Article 29 F Limits on Applications in the current CNA contract. CNA has agreed to waive the six (6) month bar for changing units for the purpose of joining this training program only. (See Repayment Obligation Below)

Reduction in Hours:

All requests for reduction in hours that qualify under applicable contract provisions will be honored, except that under no circumstances will the participants be allowed to reduce their hours during the first twelve (12) weeks of the didactic training, or below four-fifths (4/5ths) during the next six (6) month orientation period.

Repayment Obligation:

Participants shall be required to repay UCSFBCHO for all tuition, textbooks, and fees paid by UCSFBCHO for the training program if any of the following circumstances occur:

1. The participant voluntarily withdraws from the training program prior to its completion, except for a reason beyond the participant's control such as a catastrophic illness. The determination that a participant withdrew from the training program for reasons beyond their control shall be in UCSFBCHO's sole discretion. However, upon CNA's request UCSFBCHO will meet with CNA at a mutually agreeable time to discuss the reasons assertedly beyond a participant's control on a case by case basis.
2. The participant is terminated from the training program due to failure to meet the expectations of the didactic program or clinical performance.
3. The participant voluntarily terminates employment with UCSFBCHO prior to completing a full year of employment with the Surgical Services Department following the successful completion of the training program,

except for reason beyond the participant's control, such as a catastrophic illness (as defined by #1 above).

4. UCSFBCHO terminates the participation for cause prior to completion of a full year of employment in the Surgical Services Department.

Should a participant be required to repay UCSFBCHO for reimbursed educational fees and expenses due to any of the foregoing circumstances, repayment shall occur by wage deduction to the greatest extent possible. The participant shall be required to sign an appropriate consent prepared by UCSFBCHO authorizing such wage deduction prior to commencing the training program.

SIDE LETTER ON WEEKEND POSITIONS

A. Weekend Work Position

As an exception to the every other weekend off provision of the contract but not the weekend pay and penalty provisions, the following weekend work positions (every weekend or 3 weekends out of 4) may be posted at the Hospital's discretion. No more than thirty percent (30 %) of positions on each unit shall be weekend positions. These positions may only be posted at .5 or .6 for PMs and Nights, or .5, .6, .7, or .7/.8 for Days; provided that no every weekend .8 position shall be awarded to external applicants.

B. Weekends Only Position

Twelve (12) hour weekends only position may be posted in Float Pool. Nurses will work two (2) twelve (12) hour shifts every weekend. The weekend pay and penalty provisions of the contract apply. All else per twelve (12) hour shift agreement except 2/3rds of 40 for Ed leave and lay off. All twelve (12) hour nurses accrue PTO at the rate of 40 for 36 or 1.111 times the applicable eight (8) hour PTO/ESL accrual rate. No election required for twelve (12) hour float pool positions.

SIDE LETTER ON SCHEDULING, POSTING, AND AWARDING EXTRA WORK

- Scheduling

Each RN is put on the schedule at her or his position hours/rate, appointed number of shifts per pay period. Each unit will post a schedule with everyone fulfilling their position requirements, with shifts off for PTO, annual/pre scheduled PTO, leave, etc.

All nursing schedules will be made available to all units. The current methodology is to post these schedules on the computer system. If the Hospital decides to change the current methodology the Hospital will notify CNA of the change(s) and meet with CNA to explain it upon request.

- Extra Work after Schedule is posted

All RNs may sign up for extra work on the posted schedule. When signing up for extra work beyond a nurse's regular schedule, all RNs may sign up if they are qualified to perform the work. To be confirmed the nurse shall make the request at least 72 hours before the requested extra shift. Such shifts will be clearly marked by a plus on the 4 week schedule and by extra on the daily/weekly printouts.

Nurses will notify the manager or staffing office if the extra work is overtime. Nurses with a BRN-based floating exemption that precludes them from floating may not sign up for confirmed extra shifts.

All these shifts are confirmed. RNs may not waive the overtime and shift rotation premiums provided for in the contract to be granted extra work.

- Confirmed Extra Work and Cancellation

If the RN is in an overtime status due to daily or weekly overtime, or because an RN worked an extra weekend, the RN will be cancelled before straight time extra shifts unless it is her/his regularly scheduled shift.

On the day of the extra shift, if an RN is in an extra shift status, the RN will be cancelled first before RNs working their regularly scheduled shifts.

Extra shifts will be cancelled by reverse seniority, with the least senior nurse who works outside the cluster as defined in Appendix B being canceled first.

- Extra Work at less than 72 Hours before a Shift

At less than 72 hours before a shift, RNs may make themselves available for extra work, and shall not be confirmed, by calling the staffing office and/or unit. These RNs can decline to take a shift if it means floating.

RNs making themselves available for extra work must notify the Hospital that they will be in overtime status.

The staffing office will call all qualified nurses on the availability list who would be working at straight time by seniority, then all qualified nurses on the availability list who would be working overtime by seniority, before calling all others for extra work.

RNs may not be asked to waive overtime status and or shift rotation premiums to be available for extra work.

If more than one qualified RN is available, the senior qualified RN available gets the work. RNs from within the cluster are awarded shifts before nurses outside the cluster. See Appendix B.

If no one is on the availability list the staffing office will call qualified RNs in seniority order starting with the highest seniority, unless the nurse is on the do not call list.

Work is awarded on a first response basis.

- Extra Work and Cancellation

If an RN comes in early on the shift prior to a regularly scheduled shift and stays working on to the regularly scheduled shift into overtime status, s/he cannot be sent home early due to the overtime status.

A nurse staying after her/his regularly scheduled shift onto the next shift is not guaranteed overtime and may be sent home if not needed.

If an RN works an extra weekend shift and ends up in overtime status on her/his regularly scheduled weekend, s/he cannot be cancelled or sent home early on her/his regular shift due to overtime status.

- Do Not Call List

RNs may fill out a form to place themselves on a do not call list. If a nurse does so, the staffing office will not call that nurse. The do not call list will also be available on each unit.

SIDE LETTER ON APHERESIS NURSE TRAINING PROGRAM

This side letter applies only during the times there is no one at UCSFBCHO who can provide training and out of state travel is required. After the program is in effect, and nurses can be trained at UCSFBCHO, no nurse shall be required to waive contract rights to participate.

Purpose

To enhance recruitment of Apheresis nurses by providing an effective training program designed to attract interested and qualified entry level nurses, as well as currently employed UCSFBCHO nurses, into the Apheresis role.

Program

The program will consist of both didactic and clinical components. It will focus on stem cell collection, red cell exchange and plasma pheresis.

The orientation period will begin with three to four (3-4) weeks out of staffing time for textbook, observation, and introduction to equipment training. The amount of out of staffing time for the participant will be decided by the preceptor and preceptee and the Apheresis Coordinator together. Preceptors will be Certified Pheresis professionals. Cobe/Gambro staff, will do orientation to the equipment. This clinical training will be conducted at UCSFBCHO.

The remaining clinical/didactic training will be conducted at Fred Hutchinson Cancer Research Center, in Seattle, Washington. The training time in Seattle is currently four to eight (4-8) weeks.

Following the out of state training, the Apheresis Nurse Coordinator of UCSFBCHO and an Apheresis Nurse Consultant will provide an additional three (3) weeks of orientation/observation for stem cell collections and two (2) weeks of orientation/observation for red cell exchange.

Successful completion of the program consists of participants meeting the expectations of the didactic and clinical components within the up to seventeen (17) week training period.

The number of participants in this program, and whether there are any participants in the training program, at any given time will be at the sole discretion of management and based on the anticipated needs of the department. The Hospital will make a good faith effort to recruit internal applicants for this program.

Requirements for Participation:

1. Graduate of an accredited School of Nursing, with BSN preferred.
2. Current California R.N. License.
3. Able to meet the physical requirement of a nurse in the Apheresis Department.

Internal Applicants:

Internal applicants must submit a transfer request for the training program in order to be considered, and will be selected on a seniority basis for the training program prior to external candidates.

Internal candidates will be required to use their Educational leave, if any, for the duration of the training program.

External Candidates:

External candidates must submit an application for the training program in order to be considered and will be selected after all internal candidates.

Wages and Tuition Payment:

UCSFBCCHO will pay all wages and benefits of participants while in the Apheresis Nurse Training program. UCSFBCHO will also pay all travel costs and housing accommodations, (flight, hotel, shuttle to and from airports or miles and meals) while the orientee is required to go out of town. Participants may travel back to their home on a weekly basis, or more often if an emergency occurs, and be reimbursed by UCSFBCHO for all travel and related costs. Travel costs for this program are estimated at \$6,828. (See repayment obligation)

In addition UCSFBCHO will pay each participant's tuition expenses, if any, including textbooks and standard fees charged by the Hospital designated institution providing the training program in advance. Current cost of the program is _____. (See Repayment Obligation Below)

Inability To Successfully Complete, or Early Withdrawal from the Training Program:

Participants who do not meet the expectations of the didactic program or clinical performance during the seventeen (17) week training period may transfer into an open position for which they are qualified. (See Repayment Obligation Below)

In the event an internal candidate wishes to voluntarily withdraw from the program, they may return to their original position within the first four (4)

weeks of the training. Nurses will be alerted at the beginning of the third (3rd) week that the timeline for requesting a return to their original position must occur by the end of the fourth (4th) week. (See Repayment Obligation below)

Limits on Applications:

Participants in the program may not apply for another vacancy in a different unit before twelve (12) months following the up to seventeen (17) week training program unless there is a mutual agreement by UCSFBCHO, the nurse, and CNA. This is an exception to Article 29 F Limits on Applications in the current CNA contract. CNA has agreed to waive the six (6) month bar for changing units for the purpose of joining this training program only. (See Repayment Obligation Below)

Repayment Obligation:

Participants will be required to repay UCSFBCHO for all travel, textbooks and fees paid by UCSFBCHO for the training program if any of the following circumstances occur:

1. The participant voluntarily withdraws from the training program prior to its completion, except for a reason beyond the participant's control such as a catastrophic illness. The determination that a participant withdrew from the training program for reasons beyond their control shall be at UCSFBCHO's sole discretion. However, upon CNA's request, UCSFBCHO will meet with CNA at a mutually agreeable time to discuss the reasons assertedly beyond the participant's control on a case by case basis.

2. The participant is terminated from the training program due to failure to meet the expectations of the didactic program or clinical performance.

3. The participant voluntarily terminates employment with UCSFBCHO prior to completing a full year of employment as an Apheresis Nurse, following the successful completion of the training program, except for reasons beyond the participant's control, such as catastrophic illness (as defined by #1 above).

4. UCSFBCHO terminates the participant for cause prior to completion of a full year of employment as an Apheresis Nurse.

Should the participant be required to repay UCSFBCHO for reimbursed educational fees and expenses due to any of the foregoing circumstances, repayment shall occur by wage deduction to the greatest extent possible. The participant shall be required to sign an appropriate consent prepared by UCSFBCHO authorizing such wage deduction prior to commencing the training program.

SIDE LETTER ON SURGICAL SERVICES MERGER AGREEMENT

The following modifies the Side Letter of March 1, 2002:

Any RN listed in Group One may voluntarily opt out of Group One and be treated as if s/he has bid on a posted vacancy and will gain access to full call privileges.

SIDE LETTER ON BREAK RELIEF

Preamble:

The Hospital shall provide break relief in accordance with this Side Letter.

The charge nurse will evaluate necessary break relief by first considering all available alternatives, including, but not limited to, combined assignments, other available nursing resources including available charge nurse hours, discharges and admits, and open staffed beds, provided that these alternatives shall maintain staffing by acuity. A Charge Nurse shall not be required to both perform charge nurse duties and provide break relief when the acuity and census do not allow. The Hospital shall use its best efforts to maintain the role of charge nurse. Following the evaluation, the Charge Nurse and unit manager/designee will confirm break relief when s/he confirms staffing. Nurses will not be required to take a break during shift report or during their initial patient assessment or during the last 60 minutes of the nurse's regular shift. If, in the professional judgment of the nurse, an RN believes that s/he will not be able to take a scheduled break due to patient care needs, s/he will notify the charge nurse as soon as s/he becomes aware of the issue, and the charge nurse will make the necessary adjustments.

Acute Care & Critical Care:

- a) The Acute Care areas for break relief are: 5 South, 5 Surgical, 4 South, 4 Medical, Summit, Day Hospital, and Admit Holding.
- b) The Critical Care units for the purposes of this Side Letter are considered ICU, ICN, ED, PACU, and the OR.
- c) Break relief may be provided, based on the assessed need (as outlined in the Preamble) through the following options. These assignments are in addition to the number of nurses required by the acuity of the patients:

- 1) 8-hour shift nurses that may cover several acute care units or ED, ICN, or ICU during their shift for break relief. This relief shift will cover up to 6.5 hours of break relief. Alternatively, the ED may use part of a nurse's 8 or 12-hour shift for break relief.
- 2) 4-hour break relief shifts that may cover several acute care units or ICN, or ICU during their shift for break relief. This relief shift will cover 3 to 3.5 hours of break relief and will be scheduled for 0930-1330 and 1630-2030. The specific times may be flexible.
- 3) Team Support Nurse (TSN): The TSN is an 8-hour shift assignment in acute care that covers one or more units for break relief, in addition to supporting other clinical and patient flow activities as directed by the charge nurse or nursing supervisor. These activities shall include, but not be limited to: patient admissions, patient transport within the Hospital, assistance with medical procedures, IV starts, or monitoring during diagnostic procedures not requiring conscious sedation. Qualifications for this role include at least one year of acute care experience, the ability to prioritize tasks, problem solving skills, and ability to work well under pressure. This role will be implemented when the Hospital is on yellow or red alert for beds, and may be implemented sooner by the nursing supervisor in consultation with the appropriate charge nurse. This role shall be awarded on a rotational basis in seniority order based on the availability of the qualified nurse. Nurses will rotate through these roles periodically to maintain consistency in patient care. The TSN will not be awarded a float credit.
- 4) Break relief assignments will be made each shift based on identified need. Staff may make themselves available for break relief shifts, but are not prescheduled or confirmed.
- 5) Any available hours from the PACU or ED nurses not required in their units may be used in the critical care units to provide break relief.
- 6) Team Leader Assignments: The Hospital shall use its best efforts to assign a Team Leader in the ICU and ICN during times of high unit census. This role will include but not be

limited to break relief, transport, procedures, and admissions. Qualifications for this role include at least one year of critical care experience, the ability to prioritize tasks, communication skills, problem-solving, and the ability to work well under pressure. This role will be assigned on a rotational basis in seniority order among qualified nurses. Nurses will rotate through these roles periodically to maintain consistency in patient care.

Add Back current page 139 see current cho contract

SIDE LETTER ON REDUCED WORK HOURS WHILE ENROLLED IN NURSING DEGREE PROGRAM

Nursing Administration at the Hospital supports Registered Nurses pursuing formal education programs in Nursing as a means of enhancing their professional development and ultimately benefiting our patients in our Hospital.

In order to meet baccalaureate or graduate formal education program requirements, a Registered Nurse staff member may need to request a reduction in work hours. Prior to initiating such a request, the RN staff member must meet the following requirements:

- 1) Has been employed at the Hospital in a benefited position for at least one year prior to the request and has at least a meets expectation evaluation.
- 2) Has written documentation of acceptance to a formal degree program in an NLN accredited school of nursing.
- 3) Is enrolled in a minimum of one-half the program course requirements per semester or quarter, (ie., in a Baccalaureate program, 15 semester units requires enrollment of 8 semester units and in a graduate program, 12 quarter units require a minimum enrollment of 6 quarter units.)
- 4) Is requesting reduction to no less than 2/5th time with corresponding contractual rates of pay and benefits.
- 5) Shifts in excess of her/his reduced schedule for a nurse who reduces hours under this Side Letter will be considered Extra Shifts.

If the above eligibility requirements are met, the RN should complete and submit a Waiver to Job Posting Requirements Request (text below) to the Nurse Manager. The Nurse Manager will approve or disapprove the Waiver Request based upon:

- a) Patient care needs of the unit;
- b) Number of Waiver Requests received and/or already granted on that unit;
- c) Seniority of employee;
- d) Fiscal constraints, if applicable.

If the Waiver Request is approved, the Nurse Manager will plan a semester or quarterly work schedule taking into consideration the class schedule submitted by the RN and the needs of the patient care unit. Upon completion of each quarter/semester, the staff member is required to submit evidence of course work completed and the next quarter/semester class schedule.

The Waiver Request must be submitted on a yearly basis while the staff member is an enrolled student.

While every effort will be made to support the continuing student, it is important for the staff member to understand that changing needs of the patient care area may prevent the Nurse Manager from renewing the Waiver.

Waiver to Job Posting Requirements Request Text

“I am requesting a reduction in my work hours at Children’s Hospital in order to pursue a Baccalaureate or Master’s degree in Nursing. I agree to submit to my unit’s Nurse Manager proof of semester or quarterly enrollment verification and class schedule. It is understood by me that I shall be required to renew this request on an annual academic year basis while participating in the degree program. I understand that the accommodation of this reduction in hours is dependent on staffing requirements of the unit/hospital. I further understand that the above request reflects an Agreement between the Hospital and the Association to waive Article 32, Sections A (Posting), C (Preference in Filling Vacancies), D (Other Sources), E (Temporary Filling of Vacancies), F (Limits on Applications). I acknowledge that subject to the provisions of the CNA Agreement my benefit coverage may cease and my PTO/ESL accrual rates may cease or change depending on my employment status. Finally, I agree that upon completion of the educational program, I will be expected to return to my formerly scheduled work hours.”

WAIVER DOCUMENTS

These options are entirely voluntary and provided solely to accommodate my scheduling preferences. They may be revoked by the nurse at any time with one day's notice.

Change in Weekend Designation Article 7 D 1.

This is to acknowledge that, although the Agreement between Children's Hospital Oakland and the California Nurses Association states that the definition of a weekend for night shift nurses shall be Friday and Saturday (Reference: Article 7 D.1, Hours of Work Definition of a Weekend), I hereby request to waive this provision and request to be permitted to work weekends composed of Saturday and Sunday, subject to staffing needs. This waiver shall be in effect for _____.

Waiver of Rest between Shifts Article 7 E.

This is to acknowledge that although the Agreement between Children's Hospital Oakland and California Nurses Association states that if an RN does not have an unbroken rest period of at least twelve (12) hours between shifts and of at least fifty-five (55) hours between shifts when the nurse is off on the weekend or two (2) consecutive days off and of at least thirty-one (31) hours between shifts when the nurse is off on a holiday or on a single day off the nurse will receive pay at time and a half for work performed within the above rest periods, I hereby request to waive this provision subject to staffing needs. This waiver will be in effect for _____.

Weekend Waiver (5th Weekend).

As a CNA represented Registered Nurse employee, I voluntarily waive provision 7 D. Weekends Off of the Collective Bargaining agreement. I elect to waive my overtime-premium compensation for hours worked in excess of two consecutive weekends. This waiver is entirely voluntary and at my election. I understand that I may revoke this waiver at any time. I will do so in writing.

Consent to Waive Overtime Compensation for shifts after 40 hours in a work week.

I understand that subject to mutual agreement, I may elect to waive overtime for shifts after forty (40) hours in a work week. I elect to waive overtime for the following day(s)/shift(s)_____. This option is provided solely to accommodate my scheduling preferences. If I choose to exercise this option, I consent to waive any overtime-premium compensation for hours worked which exceed 40 hours in a workweek. This waiver shall be in effect for _____.

Waiver of Article 7 F. Premium Pay After Seven Consecutive Days of Work.

I understand that subject to mutual agreement, I may elect to waive overtime after seven consecutive shifts of work. I elect to waive overtime for the following day(s)/shift(s)_____. This option is provided solely to accommodate my scheduling preferences. If I choose to exercise this option, I consent to waive any overtime-premium compensation for after seven consecutive days of work. This waiver shall be in effect for _____.

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Registered Nurse Twelve Hour Shift Waiver.

Consent to Waive Overtime Compensation

As a participant in the Twelve Hour Shift Program, I understand that subject to mutual agreement, I may elect to work more than my three (3) regularly scheduled shifts in one (1) workweek with the balance of my shifts being scheduled during the following weeks. This option is provided solely to accommodate my scheduling preferences. If I choose to exercise this option, I consent to waive any overtime-premium compensation for hours worked which exceed forty (40) hours in a workweek. This waiver shall be in effect for _____.

Waiver of Meal Period.

I understand that subject to mutual agreement, I voluntarily elect to waive my right to my meal period for shifts between five and six hours only. This waiver is entirely voluntary. I understand that all meal periods are unpaid and that I can therefore include a meal period at any time. This waiver shall be in effect for _____.

Second Meal Period Waiver 12-Hour Shifts.

I understand that subject to mutual agreement, I voluntarily elect to waive my rights to either a first or second meal period, at my option, for twelve-hour shifts. This waiver is entirely voluntary. I understand that I will be paid for all working time, but not for the one duty free meal period I receive.

I understand that I may revoke the Meal Period Waiver at any time by providing notice in writing of the decision to do so.

Employee Name [Print]

Employee Number

Employee Signature

Date

Agreed by:

Name Title

Date

cc: Manager
Payroll
Human Resources

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Call for Cardiology Catheterization

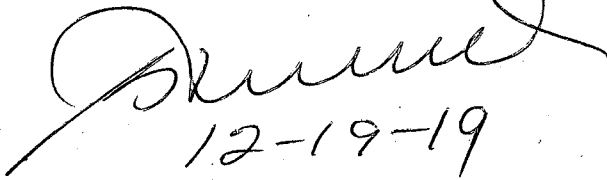
The purpose of call for the Cardiology Catheterization program is to ensure qualified RN coverage for patients requiring these services during and outside of routine business hours of the department. On shifts that procedures are scheduled there shall be a minimum of two Cardiology Catheterization unit RNs in house. On other shifts there shall be a minimum of one Cardiac Catheterization unit RN (in house or on call) and one other staff member available to the unit (in house or on call) at all times who is trained to work in the Cardiology Catheterization Unit.

The required call hours are:

- After shifts with scheduled catheterization procedures there shall be call shifts 1500 to 2300: eight (8) hour call shifts. There shall be two nurses on call.
- On days when catheterizations procedures are not scheduled call shall be from 0700 to 1900: twelve (12) hour call shifts.
- If Holiday call shifts overlap other call shifts, the Holiday shift shall take precedent.

1. Distribution of 8- hour and 12-hour call shifts: 8 or 12-hour call shifts shall be offered to all qualified staff wishing to take call. Nurses wishing to be assigned a call shift(s) must submit their call preferences in writing no later than two (2) weeks prior to the posting of the next 4-week schedule. All nurses requesting one 8 or 12-hour call shift per schedule will be assigned one such shift, with scheduling preferences granted by seniority. Once every nurse requesting to work one 8 or 12-hour call shift has been scheduled, nurses requesting two 8 or 12-hour call shifts will be assigned a second shift in order of seniority. This process will be repeated until all 8 or 12-hour call shifts have been assigned. Call shifts shall be posted on the 4-week schedule. Call shifts may be traded as even trades between nurses or given away per a call wheel.

2. Holidays and Holiday Call Shifts: Holiday call shifts shall be first offered to those wishing to work holidays. A list of all paid holiday call shifts for the following year beginning January 2 shall be posted between October 1 and November 15 of the year before. Nurses shall sign up for these shifts in order of seniority, with no nurse taking more than one holiday call shift until every nurse desiring to work such shifts has taken one. If holiday call shifts remain that nurses do not want to work, including nurses on the ongoing availability list, the shifts shall be assigned by reverse seniority. Nurses may trade holiday shifts as even trades between themselves or give these shifts away per a separate holiday call wheel. Notwithstanding the above, nothing in this paragraph shall conflict with the provisions of Article 35 C.2.b (ii) Major Holiday Off.


12-19-19

12/11/19
Nathan Kuch
Ruben Garcia

3. Use of the call wheel: A call wheel is a list of all unit nurses qualified to take call. When a previously scheduled call shift is made available, nurses are offered the shift per a rotating wheel; each nurse is given a minimum of 2 hours to respond to the offer before the next nurse is called. Each offer and the nurse's response is noted in the log. Once a nurse agrees to take the offered call shift, the next nurse on the list will be the first nurse called when the wheel is utilized again. If, in the opinion of the person making the calls, time constraints do not allow a 2-hour wait for response, the wheel can be used on a first called, first response basis. The Hospital shall not be liable for errors made by a nurse using the call wheel to give away an unwanted call shift. Separate call logs shall be kept for the 8 and 12-hour call shifts and the 12-hour Holiday call shift.

4. Converting to Call status: RNs scheduled on any shift may voluntarily convert to call status if there are no further cases projected so that there shall be a minimum of one Cardiac Catheterization unit RN (in house or on call) and one other staff member available to the unit (in house or on call) at all times who is trained to work in the Cardiology Catheterization Unit. RNs may not be required to convert to a call status. Article 19. Cancellation language and Article 24. 2. b. iii apply. No nurse may go home prior to the end of their scheduled shift without first checking with the Nurse Administrator on Call or the Nurse Supervisor and staffing office.

5. Sick Calls: When a scheduled nurse calls in sick, the Hospital will use the availability list to try to fill the shift, first on a straight-time basis, then on an overtime basis. If this process does not result in a replacement nurse, the on-call nurse must cover the shift. If the on-call nurse does not wish to cover the shift, s/he may attempt to give the shift away via the call wheel, but if s/he is unsuccessful, the on-call nurse must cover the shift. In either event, the Hospital will offer the newly vacant call shift via the call wheel.

6. Emergency Call: After these hours, in case of an emergency procedure that requires the presence of a Cardiac Catheterization unit RN, when a RN is notified of the need to perform an emergent procedure, and s/he accepts the assignment this initiates conventional standby status. A nurse in standby status will remain in that status until the standby is cancelled, the nurse arrives at the Hospital to start the procedure, or the nurse has remained in standby and then begins the nurse's scheduled shift. A nurse on standby receives half time pay unless during a holiday call shift which is three quarter pay.

A nurse on standby, when called to work shall be compensated at time and one half the straight time rate including applicable shift and weekend differentials.

Nurses recalled to work will be guaranteed three (3) hours of work or payment in lieu thereof.

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RUBEN GARCIA

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