

# MEMORANDUM OF UNDERSTANDING



**El Camino  
Hospital**

&

**Professional  
Resource for Nurses**

A faint, circular seal of the American Nurses Association (ANA) is visible in the background behind the text. The seal features a central emblem and the words 'AMERICAN NURSES ASSOCIATION' around the perimeter.

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2023-2026

# Table of Contents

<b><u>PART 1 TERMS OF AGREEMENT:</u></b> .....	<b>1</b>
ARTICLE 1: Recognition.....	2
ARTICLE 2: Coverage.....	5
ARTICLE 3: Management Rights.....	6
ARTICLE 4: Nondiscrimination.....	7
ARTICLE 5: No Strike/No Lockout.....	8
ARTICLE 6: Notification.....	9
ARTICLE 7: PRN Membership Maintenance.....	10
Payroll Deductions.....	10
ARTICLE 8: Severability.....	12
ARTICLE 9: Time Off for PRN Officers and Representatives.....	13
<b><u>PART 2 COMPENSATION:</u></b> .....	<b>14</b>
ARTICLE 10: Certification Reimbursement.....	15
ARTICLE 11: Differentials.....	16
ARTICLE 12: Holidays.....	19
ARTICLE 13: On Call.....	21
Call In.....	21
ARTICLE 14: Overtime and Extra Shifts.....	23
ARTICLE 15: Rest Between Shifts.....	25
Work Off Site.....	25
ARTICLE 16: Wages.....	27
<b><u>PART 3 BENEFITS:</u></b> .....	<b>30</b>
ARTICLE 17: Education Leave (EL).....	31
Work Related Education (ADM, EDU or TRN).....	31

Tuition Assistance.....	31
ARTICLE 18: Group Insurance Plan.....	34
Medical Care Insurance .....	34
Dental Care Insurance.....	34
Disability Insurance .....	35
Vision Care Insurance.....	35
State Registered Domestic Partner Coverage .....	35
Dual Coverage.....	35
ARTICLE 19: Benefits .....	37
ARTICLE 20: Paid Time Off .....	39
Extended Sick Leave (ESL).....	40
Berevment Leave .....	43
ARTICLE 21: Retirement Benefits .....	44
Defined Benefits Formula.....	44
Cash Balance Plan .....	44
Retiree Insurance Program.....	45
Tax-Deferred Annuity Plan {IRC 403(b)} (TDA) .....	48
<b><u>PART 4 WORKING CONDITIONS:</u></b> .....	<b>49</b>
ARTICLE 22: Alternative-Hour Shift Schedule .....	50
ARTICLE 23: Floating .....	53
ARTICLE 24: Classification and Step Placement.....	56
Change of Classification.....	57
Working in an Additional Classification .....	60
Reinstatement.....	60
Rehire .....	60
ARTICLE 25: Clinical Ladder.....	62
ARTICLE 26: Discipline .....	65

Discharge .....	65
ARTICLE 27: Informal Conflict Resolution .....	67
Grievance .....	67
ARTICLE 28: Jury Duty.....	71
Jury Call .....	71
Legal Appearance Time.....	72
ARTICLE 29: Leaves of Absence .....	73
Educational Leave.....	73
Personal Leave .....	73
Military Leave.....	73
Pregnancy Disability Leave .....	73
Family Care and Medical Leave .....	73
Medical Leave.....	74
Industrial Injury Leave.....	74
Paid Leave.....	74
Unpaid Leave .....	75
ARTICLE 30: Meal Breaks .....	77
Rest Breaks .....	77
ARTICLE 31: Posting and Filling of Vacancies .....	78
ARTICLE 32: Probationary Period .....	80
ARTICLE 33: Reduction.Reorganization-in-Force (RIF).....	82
Layoff.....	82
Recall .....	82
Severance.....	85
ARTICLE 34: Reporting for Work.....	87
Hospital Convenience Time Off (HC).....	88
Scheduling.....	90
ARTICLE 35: Seniority .....	92

ARTICLE 36: Shift Reassignment ..... 93

ARTICLE 37: Weekends ..... 94

    Vacations..... 94

ARTICLE 38: Work Status..... 97

    Full-Time RN..... 97

    Part-Time RN..... 97

    Per Diem RN..... 97

    Nursing Unit Coordinator (NUC)..... 101

    Temporary Change in Work Status ..... 101

    Voluntary Change in Work Status..... 102

ARTICLE 39: Absenteeism and Tardiness ..... 104

ARTICLE 40: Term and Termination ..... 105

**PART 5 APPENDICES: ..... 106**

Appendix A: Side Letter of Agreement #1 Workplace Violence ..... 108

Appendix B: Side Letter of Agreement #2 Rest Between Shifts ..... 110

    eTime Scenarios ..... 1109

Appendix C: Side Letter of Agreement #3 Limited Reopener..... 111

Appendix D: Side Letter of Agreement #4 Relief RN Position ..... 111

Appendix E: Side Letter of Agreement #5 Self Scheduling Process ..... 114

Appendix F: Side Letter of Agreement #6 Educational Bonus ..... 114

Appendix G: Side Letter of Agreement #7 HC Pilot..... 115

**GLOSSARY:..... 117**

**Index:..... 121**

# PART 1

## TERMS OF AGREEMENT

**MEMORANDUM OF UNDERSTANDING**

**EL CAMINO HOSPITAL**

**AND**

**PROFESSIONAL RESOURCE FOR NURSES**

This Memorandum of Understanding (hereinafter referred to as MOU), made and entered into this June 15, 2023, by and between the Professional Resource for Nurses (hereinafter referred to as PRN) and the El Camino Hospital (hereinafter referred to as the Hospital).

**WITNESSETH:**

The parties hereto have agreed as follows:

**ARTICLE 1**

**Recognition**

Section 1

The Hospital hereby recognizes PRN as the exclusive sole bargaining agent representing Registered Nurses (RNs) in the bargaining unit described in Article 2 of this MOU.

Section 2- New RN Classification

Upon receipt of a PRN request, the Hospital and PRN will meet and confer in good faith regarding the inclusion in the bargaining unit of any newly created classification created by the Hospital which by law requires an RN license. If the classification is determined to be in the bargaining unit, the Hospital and PRN will meet and confer in good faith regarding the wages, hours and other terms and conditions of employment for the new classification.

Section 3- PRN/The Hospital Leadership Committee

PRN and the Hospital share a mutual commitment to serving our community through excellent professional nursing practice, optimal patient care delivery and supporting a culture of safety and transparency.

A. Purpose

The purpose of the Leadership Committee is to promote, develop and enhance the profession of nursing by recognizing our mutual interests and concerns related to the identified issues that affect nursing and

demonstrate our like-minded vision and goals.

B. Responsibilities

The Leadership Committee will meet monthly to discuss and explore problems of mutual concern including but not limited to:

- a. Communication
- b. Culture of Safety
- c. Staffing (including assignments despite objections [ADO], missed meal and/or rest periods and HC's)
- d. Best practices
- e. Policy and MOU-related issues
- f. Education
- g. Other mutually identified areas of concern.

C. Resolution of Concerns

1. The concerns raised in the Committee will be addressed through the following methods:
  - a. Utilize shared governance model to empower nurses to actively participate in resolving unit specific issues brought forward.
  - b. Encourage peer-to-peer and Unit Partnership Council discussion.
  - c. Consult Central Partnership Council for globally identified issues of concern.
  - d. Encourage relationship and communication of Management and RNs.
  - e. Nursing expert input by invitation.
  - f. After discussion of staffing issues in the Leadership Committee, if no resolution is reached, PRN may provide a proposal for additional RN position(s) in writing and management members of the Leadership Committee will



submit the proposal to the Hospital Labor Committee. If the Labor Committee denies the request, it may be submitted to the CEO for consideration.

2. Mutually agreed upon time frames for resolutions will be established.
  - a. Quarterly review of unresolved Leadership Committee agenda items to determine whether the parties can agree on establishing alternate steps for resolution.

D. Transparency

The parties will make available communications regarding discussion and resolution as mutually agreed upon, while respecting privacy and confidentiality.

Section 4- PRN Notification of and Participation at the ECH Finance Committee

- A. PRN will be provided notice of and an agenda for all meetings of the Hospital Finance Committee. Meeting minutes and documents available to the public will be available on the Hospital website.
- B. Upon request by PRN, official PRN representatives will be included on the agenda to address the committee on issues of interest to PRN regarding pension issues.

## ARTICLE 2

### Coverage

This MOU covers RNs employed by the Hospital in the following classifications:

<ul style="list-style-type: none"><li>A. Lactation Consultant</li><li>B. Cardio-Pulmonary Educator</li><li>C. Care Coordinator I</li><li>D. Care Coordinator II</li><li>E. Clinical Nurse I (CN I)</li><li>F. Clinical Nurse II (CN II)</li><li>G. Clinical Nurse III (CN III)</li><li>H. Clinical Nurse IV (CN IV)</li><li>I. Clinical Nurse Specialist (CNS)</li><li>J. Diabetes Educator</li><li>K. General Clinical Educator I</li><li>L. General Clinical Educator II</li></ul>	<ul style="list-style-type: none"><li>M. Nurse Navigator</li><li>N. Nurse Practitioner (NP)</li><li>O. Nursing Educator I</li><li>P. Nursing Educator II</li><li>Q. Nursing Unit Coordinator (NUC)</li><li>R. Oncology Coordinator</li><li>S. Outpatient Case Manager</li><li>T. Parenteral Services Nurse</li><li>U. Program Coordinator</li><li>V. Wound and Ostomy Nurse</li></ul>
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The Hospital will notify PRN of any newly created classifications requiring an RN license.

## ARTICLE 3

### **Management Rights**

#### Section 1

Except as limited by law, regulation, and/or provisions of this MOU, the Hospital retains all the rights, powers, and authority to manage and direct its business and operation. These include, but are not limited to:

- A. Hire, fire, transfer or assign employees for economic or administrative reasons.
- B. Plan, control, increase or decrease operations, including layoff and/or reduction/reorganization-in-force.
- C. Introduce new equipment.
- D. Terminate probationary RNs during their initial probationary period without recourse.
- E. Determine the number of employees that it will employ at any time.
- F. Subcontract work.
- G. Select the person it will hire.
- H. Select and assign such duties as it deems appropriate to supervisory and other categories of employees excluded from this MOU.

#### Section 2

No bargaining unit RN will be assigned, requested, expected and/or encouraged to violate any law, regulation and/or provision of this MOU.

#### Section 3

All rights heretofore exercised by the Hospital or inherent in the Hospital and not expressly covered by the specific provisions of this MOU are retained solely by the Hospital.

#### Section 4

In no way will any of the preceding be interpreted to limit or waive PRN's right to meet and confer in good faith.

## ARTICLE 4

### **Nondiscrimination**

#### Section 1

In compliance with State and Federal law, there will be no unlawful discrimination by the Hospital or PRN against any RN.

#### Section 2

The Hospital will not interfere with, intimidate, restrain, coerce, or discriminate against any RN on account of membership in or activity on behalf of PRN.

#### Section 3

PRN will not interfere with, intimidate, restrain, coerce, or discriminate against any RN because of non-membership in PRN.

## ARTICLE 5

### **No Strike/No Lockout**

#### Section 1- No Strikes

There will be no strikes, slowdowns, work stoppages or interference with the business of the Hospital, on the part of PRN or any individual covered by this MOU, during the term of this MOU.

#### Sections 2- No Lockouts

There will be no lockouts of PRN, or any individual covered by this MOU, during the term of this MOU.

## ARTICLE 6

### Notification

#### Section 1- Notification to RNs Entering the Bargaining Unit

Eligible RNs will be notified by PRN, via email, that they have a choice to belong to the PRN bargaining unit and will be directed to the PRN website for more information. Eligible RNs will be given the email address of PRN to contact for questions about membership.

#### Section 2- Notification to PRN

- A. The Hospital will send to PRN a quarterly list of all RNs covered by this MOU. For each RN, the information will include the most current:
1. Name
  2. Employee ID number
  3. Address
  4. Work Status
  5. Classification and step
  6. Cost center and shift
  7. Original hire date, reinstatement/rehire date and/or reentry date
  8. Service/benefits date
  9. Seniority date
  10. Date of birth
- B. The Hospital will send to PRN on a bi-weekly basis changes to the following information for RNs covered by this MOU:
1. Changes to any of the information listed in Section 2, A above.
  2. Additions to the bargaining unit, including all information listed in Section 2, A, as well as preferred name, location, manager name, and personal email address.
  3. Termination or transfers out of the bargaining unit, including name, cost center and effective date.
- C. Birth date information is for the confidential use of PRN only. Birthdates will not be shared with any individual RNs or other groups.

## ARTICLE 7

### **PRN Membership Maintenance**

#### **Payroll Deductions**

##### Section 1- PRN Membership Maintenance

- A. PRN is a professional and labor relations organization made up only of El Camino Hospital RNs. PRN membership is voluntary, but only PRN members will be allowed to vote on contractual issues, receive information from PRN and attend PRN meetings.
- B. Dues will be paid by biweekly payroll deductions, as provided in Section 2 below.
- C. Membership is voluntary, however, every RN who becomes a member must continue active membership during the term of this MOU, except that such RNs may terminate membership during the month of January of the year in which the MOU expires. Notification will be to PRN in writing no later than the 31<sup>st</sup> of January of that year. PRN will promptly forward a copy of the letter of revocation to the Hospital. An RN who revokes membership will have the deduction removed on the first pay period following the Hospital's receipt of written notification of PRN membership revocation.
- D. PRN will indemnify, defend, and hold the Hospital harmless from any cost or liability resulting from any and all claims, demands, suits or any other action arising from the operation of this Article 7 or from the use of the monies remitted to PRN, including the costs of defending against any such actions or claims. PRN agrees to return any amounts paid in error.

##### Section 2- Payroll Deductions

- A. During the life of this MOU, the Hospital will deduct PRN membership dues from the wages of each RN with a written authorization on file in the Payroll Department setting forth a flat fee per pay period as determined by PRN.
- B. Deductions will not be made from an RN's wages while the RN is on a LOA in which no compensation is paid by the Hospital during the pay period. The Hospital will not be required to account to PRN for missed dues/fees during such suspensions of deductions.
- C. Monies received from deductions will be deposited into an account specified by PRN. Deposit slips must be presented to the payroll department by PRN.

### Section 3- New Employee Orientation

PRN will have up to fifteen (15) minutes at the Hospital New Employee Orientation to present information regarding PRN to new employees represented by PRN, consistent with Government Code Sections 3550-3559. PRN may present packets to represented employees at orientation. The Hospital will notify PRN thirty (30) days in advance of such orientation sessions, unless there is an urgent need that was not reasonably foreseeable, in which case the Hospital will provide PRN with as much notice as possible.



## **ARTICLE 8**

### **Severability**

It is not the intent of the parties hereto to violate laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject or of the MOU. The parties hereto agree that in the event that any provisions of this MOU are finally held or determined to be illegal or void as being in contravention of any such laws, ruling or regulations, nevertheless, the remainder of the MOU will remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this MOU.

## ARTICLE 9

### **Time Off for PRN Officers and Representatives**

#### Section 1

PRN officers and/or appointed representatives will be granted time off without loss of pay, benefits and/or seniority after prior agreement between PRN and the Hospital, for the purpose of conducting PRN business with the Hospital. Such time off will not exceed a total of sixty (60) hours per year.

#### Section 2

PRN officers and/or appointed representatives will be granted time off without loss of pay, benefits and/or seniority for the purpose of contract negotiations and renewal.

#### Section 3

Requests for time off for PRN officers and/or appointed representatives for the purpose of conducting business with the Hospital will not be unreasonably denied. The time off will be scheduled in advance by mutual agreement between PRN and the Hospital. PRN officers and/or appointed representatives may but will not be required to use PTO for this time off without loss of benefits and/or seniority.

#### Section 4

PRN will provide the Hospital with an updated list of officers and other representatives.

## PART 2

# COMPENSATION

## ARTICLE 10

### **Certification Reimbursement**

Upon successful certification or recertification by the American Nurses Association (ANA) or recognized national nurse specialty certifying organization, the Hospital will reimburse the cost of the exam with up to two (2) work related certifications (or recertification) for up to Five Hundred Dollars (\$500) each with the following conditions:

1. Will require receipt/proof of payment of actual expense and submission of application of certification reimbursement form,

**and**

2. Must be work related.

# ARTICLE 11

## Differentials

### Section 1- Shift Differentials

#### A. Shift Differentials Paid on Actual Hours Worked

1. A shift differential will be paid to an RN working the evening shift or the night shift. For an RN to be eligible for the evening shift differential, fifty percent (50%) or more of the RN's hours worked must fall between the hours of 3:00 p.m. and 11:30 p.m. For the RN to be eligible for the night shift differential, fifty percent (50%) or more of the RN's hours worked must fall between the hours of 11:00 p.m. and 7:30 a.m.
2. Shift differentials of ten percent (10%) will be paid for the evening shift and twenty percent (20%) will be paid for the night shift on actual hours worked.
3. Shift differentials will be paid on patient care, administrative (ADM), education (EDU) and new training (TRN) time.

#### B. Shift Differentials Paid on PTO Hours

Shift differentials of Five Dollars and Fifty Cents per hour (\$5.50/hour) will be paid on PTO for the RN working in an evening shift position and Eleven Dollars per hour (\$11/hour) will be paid on PTO for the RN working in a night shift position.

#### C. Shift Differentials Not Paid On

Shift differentials will not be paid on ESL, EL or to an RN attending meetings which occur during the day shift including classes and workshops.

#### D. Double Shifts for Eight (8) Hour Employees (Alternative-Hour Shifts- See Article 22)

##### 1. Days to Evenings Double Shift

- a. An RN scheduled to work the day shift will receive no differential for the first eight (8) hours. The RN will receive evening shift differential for the seven and one-half (7 ½) hours worked on the second shift.
- b. An RN scheduled to work the evening shift will receive no differential for the first seven and one-half (7 ½) hours. The RN will receive evening shift differential for the eight (8) hours worked on the second shift.

##### 2. Evening to Nights Double Shift

- a. An RN scheduled to work the evenings shift will receive evening shift differential for the first eight (8) hours. The RN will receive night shift differential for the seven and one-half (7 ½) hours worked on the second shift.
- b. An RN scheduled to work the night shift will receive evening shift differential for the first seven and one-half (7 ½) hours. The RN will receive night shift differential for the eight (8) hours worked on the second shift.

3. Nights to Days Double Shift

An RN working a nights to days double shift will receive night shift differential for the fifteen and one-half (15 ½) hours worked on both shifts.

Section 2- Weekend Differential

A weekend differential of ten percent (10%) will be paid to an RN who works any hours on Saturday and/or Sunday (Friday and/or Saturday for night shift [Article 37, Section 1]).

Section 3- Charge Nurse Differential

A Charge Nurse is an RN assigned “charge” responsibilities. A Charge Nurse will receive additional compensation of five percent (5%) for those hours assigned.

Section 4- Per Diem Differentials

- A. A per diem Level I RN will receive a twenty percent (20%) differential.
- B. A per diem Level II RN will receive a twenty-five percent (25%) differential.

Section 5- Extra Work Differential

- A. A part-time RN who works hours in excess of the RNs regular work status will receive a thirty-five percent (35%) differential for hours worked over their work status.
- B. Extra work hours which qualify for extra work differential include hours worked at straight time (patient care, ADM, EDU, and TRN) and/or HC hours (voluntary or mandatory, whether or not covered with PTO) during any pay period.
- C. For the purposes of calculating the extra work differential, hours in excess of work status will not include overtime (time and one-half or double time), Jury Duty/Call, regular PTO, sick PTO, ESL, EL, On Call or Call In.

D. CODE 75

1. Code 75 will be used to document an RN's hours that qualify for the Extra Work Differential (e-Time automatically calculates and applies Code 75).
2. Coded hours that qualify for Code 75 are 12, 20, 26, 60, 63, 65, 68, 69, 73, 83, 90, 93, 95, 98, 99.
3. An RN may waive code 75. Waivers of code 75 permitted. Management representatives may not condition an offer of work contingent on the RN's agreement to waive premium pay otherwise required. PRN will not direct or advise RNs to refuse to waive Code 75 differential pay.
4. All hours and codes must be documented in e-Time in accordance with the e-Time guidelines.

Section 6- Early Day Shift Differential (Applies only to those RNs assigned to the day shift)

When an RN agrees to report to work before their scheduled shift, the RN will receive night shift differential of twenty percent (20%) for those night shift hours worked before the start of their scheduled shift. This differential will be paid in addition to any overtime pay (Article 14) that may apply.

Section 7- Preceptor Differential (Applies to CN II only)

- A. A preceptor differential of five percent (5%) will be paid to a CN II on the hours the RN is assigned to precept.
- B. Precepting includes training/teaching RN's who change specialty; hire or transfer into a new specialty; new graduate RNs and nursing students in their externships.
- C. The differential does not apply to time spent orienting new employees and travelers; teaching new equipment or new skills; or working with nursing students during their routine clinical rotations.

## ARTICLE 12

### Holidays

#### Section 1- Days Selected as Holidays

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Memorial Day

Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day

#### Section 2- Holiday Premiums

A. Thanksgiving, Christmas Eve, Christmas Day, New Year's Day

An RN who works any of the above holidays will be compensated at two (2) times the RN's base hourly rate.

B. MLK Day, Presidents' Day, Memorial Day, Independence Day, and Labor Day

An RN who works any of the above holidays will be compensated at one and one-half (1½) times the RN's base hourly rate.

#### Section 3: Personal Day

- A. Each RN with 180 days of employment shall become eligible to use one day of their accrued PTO per calendar year as a "personal day," which means that the RN shall have preference in scheduling that day off. Requests to schedule the personal day must be made during the vacation submission period for the RN's cost center and notification as to whether the request was granted shall be made at the time that the four (4) week schedule for the requested day is published. Vacation requests shall have precedence over personal day requests. If the RN does not request the personal day or it cannot be granted, then the RN can submit another scheduling request for the personal day during the next vacation submission period for their cost center. Personal days may not be used on Hospital holidays and no more than one personal day can be used in any calendar year (i.e., scheduling preference for personal days does not carry over from one calendar year to the next if not used).

#### Section 4- New Year's Day Holiday for Evening Shift

- A. For evening shift only, New Year's Day holiday premium will be paid on December 31<sup>st</sup>.



## Section 5- Holiday for Night Shift

- A. For the night shift only, the holiday will begin at the start of the RN's shift on the evening before the actual holiday and terminate at the end of the RNs time worked on the actual day of the holiday, except as follows:
1. For Thanksgiving Holiday, the holiday will begin at the start of the RNs shift on Thanksgiving and terminate at the end of the RNs time worked on the day after Thanksgiving.
  2. For the Christmas Eve holiday, the holiday will begin at the start of the RN's shift on December 24<sup>th</sup> and terminate at the end of the time worked on December 25<sup>th</sup>.
  3. For the Christmas Day holiday, the holiday will begin at the start of the RN's shift on December 25<sup>th</sup> and terminate at the end of the RNs time worked on December 26<sup>th</sup>.

## ARTICLE 13

### On Call

### Call In

The following provisions govern On Call and/or Call In. For unit specific guidelines refer to Patient Care Staffing Standards (PCSS).

#### Section 1- Definitions

- A. "On Call" status will be defined as the requirements to remain immediately available to report to work as requested by the management representative.
- B. "Immediately available" will be defined as the ability of the On Call RN to report for work, after notification by telephone, in a condition compatible with fulfilling the responsibilities of their position.
- C. "Call In" status is when an RN who is on On Call status is required to report for work upon request of the management representative. Notification of Call In will not occur prior to the RNs scheduled On Call start time.
- D. "Response time" will be defined as the maximum time allowed for the RN to report for Call In status. Response time will be determined by the management representative. Response time will be included in the cost center policies.
- E. "Unscheduled On Call" will be defined as an On Call shift that is not prescheduled but is required by the needs of the department. See Section 3 below.
- F. Call In status hours are hours worked.

#### Section 2- Compensation

##### A. On Call

- 1. An RN who is on authorized On Call status will be compensated at one-half ( $\frac{1}{2}$ ) times the RNs base hourly rate.
- 2. An RN who is on authorized On Call status during a Holiday (Article 12) will be compensated at three-quarters ( $\frac{3}{4}$ ) time the RNs base hourly rate.

##### B. Call In

- 1. An RN, who is on authorized Call-In status, will be compensated at two (2) times the RNs base hourly rate for the time actually worked. Compensation for call-in paid at double time will not exceed two (2) times the RNs base hourly rate, except for per diem differentials or as may be required by law.

2. If the RN has left the facility and must return to work, the RN will be compensated for a minimum of two (2) hours at the Call-In rate.

C. Differentials

1. The per diem differentials (Article 11) apply to On Call and Call In status hours.
2. Shift (including early day), weekend and/or charge nurse differentials (Article 11) will not apply to On Call and/or Call In status hours.
3. Holiday premiums (Article 12) apply to On Call and/or Call In status hours.
4. Call In hours apply towards overtime.

Section 3- Unscheduled Call needs

- A. Unscheduled On Call is defined as an On Call shift that is not prescheduled but is required by the needs of the department. An RN working may be placed On Call instead of receiving an HC with mutual agreement by the RN and management representative.
- B. Unlike other On Call hours, an RN who elects to accept the unscheduled On Call offer shall receive credit for those unscheduled On Call hours towards years of credited service toward retirement benefits (Article 21 Section 1, C. 1).

## ARTICLE 14

### Overtime and Extra Shifts

#### Section 1- Overtime

The Fair Labor Standards Act (FLSA) requires overtime to be compensated at no less than one and one-half (1 ½) times the RN's base hourly rate. A policy, procedure or announcement that overtime work will not be paid for unless authorized in advance will not impair the RN's right to compensation for overtime work. The RN must notify the management representative and receive approval prior to working overtime.

#### A. Eligibility

1. When the RN works an 8-hour (or less) shift schedule, overtime compensation occurs when the RN's actual hours worked are in excess of eight (8) hours per day and/or in excess of eighty (80) hours in a two (2) week pay period.
2. The RN voluntarily agreeing to work an alternate-hour shift schedule is compensated for overtime in accordance with Article 22.
3. When the management representative requests an RN to work in excess of eight (8) hours per day there will be no guaranteed hours of work.

#### B. Compensation

1. Work in excess of eight (8) hours per day will be compensated at the rate of one and one-half (1 ½) times the RN's base hourly rate, up to a total of twelve (12) hours per day, when this overtime is at the request of the management representative.
2. Work in excess of twelve (12) hours per day will be compensated at the rate of two (2) times the RN's base hourly rate when this overtime is at the request of the management representative.

#### 3. Double Shifts

When the RN works two (2) consecutive 8-hour shifts, the overtime rate for the second seven and one-half (7 ½) hours will be two (2) times the RN's base hourly rate when these two (2) complete shifts are worked at the request of the management representative. The RN will not be required to return to work in less than twelve (12) hours.

#### Section 2

- A. The maximum overtime an RN receives will be no greater than two (2) times the

RN's base hourly rate, except differentials (Article 11) to which the RN is otherwise entitled will apply to overtime hours worked.

- B. Overtime will apply to patient care, administrative (ADM), required education (EDU) and new training (TRN) time only.
- C. Overtime compensation will apply to time spent serving as designated members/representatives on Hospital, Medical Staff and/or Nursing committees, task forces, resource groups and attendance at all authorized departmental staff meetings.
- D. Overtime compensation will not apply to On Call status (Article 13).

Section 3: Allocation of Overtime and Extra Shifts

- A. Refer to the PCSS for guidelines regarding allocation of overtime and extra shifts.

## ARTICLE 15

### Rest Between Shifts

#### Work Off Site

The following will be the exclusive Rest Between Shifts and/or Work Off Site procedures for all bargaining unit RNs scheduled to be on Rest Between Shifts and/or Work Off Site status.

#### Section 1- Definitions

Rest Between Shifts only applies to RN's in the CN I, CN II, CN III, CN IV, Care Coordinator I and Care Coordinator II, NUC, Oncology Coordinator, Outpatient Case Manager, and Parenteral Services classifications.

A. "Rest Between Shifts" status is when:

1. An RN returns to work in less than twelve (12) hours from the previous time worked for 8-hour shifts or return to work in less than eleven and one-half (11 ½) hours from the previous time worked for 12-hour shifts.

#### **Except**

2. Rest Between Shifts will not apply if previous or following time worked was the result of:
  - a. Working an On Call/Call In shift

#### **Or**

- b. Attendance at meetings (including those meetings coded to ADM, EDU and/or TRN).

B. "Work Off Site" is when an RN preforms assigned work, including telephoning staff or patients, at a site other than an assigned work location, but not for study education time.

#### Section 2- Compensation

A. Rest Between Shifts- Return in Less than Twelve (12) hours for an 8-hour shift, Return in Less than Eleven and One-Half (11 ½) hours for 12-hour shift

When the RN returns to work in either less than twelve (12) hours for the 8-hour shifts or less than eleven and one-half (11 ½) hours for the 12-hour shifts from the previous time worked, the RN will be compensated at a rate of one and one-half (1 ½)

times the RN's base hourly rate for all time actually worked, if this occurs at the request of the management representative. A minimum of four (4) hours pay at one and one-half (1 ½) times the RN's base hourly rate will be guaranteed.

B. Work Off Site

An RN who is on authorized Work Off Site status will be compensated at the RNs base hourly rate, plus applicable differentials for all hours actually worked. Overtime will apply to Work Off Site status hours.

C. Differentials

1. The per diem differentials (Article 11) apply to Rest Between Shifts and/or Work Off Site status hours.
2. Shift, weekend, and/or charge nurse differentials (Article 11) will apply to Rest Between Shifts and/or Work Off Site status hours.
3. Holiday premiums (Article 12) will apply to Rest Between Shifts and/or Work Off Site status hours.
4. Overtime (Article 14) will not apply to Rest Between Shifts. Overtime will apply to Work Off Site status hours. Rest Between Shifts and/or Work Off Site apply towards overtime.
5. Rest Between Shifts status will not apply in the event that an RN works due to an internal and/or external disaster.

# ARTICLE 16

## Wages

### Section 1- Hours Worked

Each RN will be paid a base hourly rate for all hours worked as defined by the Fair Labor Standards Act (FLSA), except where otherwise specified in this MOU.

### Section 2- Wage Ranges by Classification and Step

**Effective: July 9, 2023    6% Increase**

<u>Classification/Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
<b><u>Range 1</u></b>											
Clinical Nurse I		75.45									
<b><u>Range 2</u></b>											
Clinical Nurse II Cardiopulmonary Educator Care Coordinator I Outpatient Case Manger		81.08	84.22	87.69	91.26	94.94	98.63	100.62	101.83	103.83	105.91
<b><u>Range 3</u></b>											
Clinical Nurse III Care Coordinator II Diabetes Educator Lactation Consultant Parenteral Services Nurse Oncology Coordinator Wound and Ostomy Nurse		85.17	88.43	92.10	95.81	99.68	103.57	105.66	106.91	109.04	111.22
<b><u>Range 4</u></b>											
Clinical Nurse IV Nursing Unit Coordinator Program Coordinator Nursing Educator General Clinical Educator		89.41	92.84	96.69	100.60	104.65	108.72	110.90	112.25	114.48	116.77
<b><u>Range 5</u></b>											
Clinical Nurse Specialist Nurse Navigator Nurse Practitioner		95.84	99.54	103.61	107.80	113.76	118.22	120.59	124.34	126.83	129.37



**Effective: July 7, 2024 5% Increase**

<b>Classification/Step</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>	<b><u>11</u></b>
<b><u>Range 1</u></b>											
Clinical Nurse I		79.23									
<b><u>Range 2</u></b>											
Clinical Nurse II Cardiopulmonary Educator Care Coordinator I Outpatient Case Manger		85.14	88.44	92.08	95.83	99.69	103.57	105.66	106.93	109.03	111.21
<b><u>Range 3</u></b>											
Clinical Nurse III Care Coordinator II Diabetes Educator Lactation Consultant Oncology Coordinator Parenteral Services Nurse Wound and Ostomy Nurse		89.43	92.86	96.71	100.61	104.67	108.75	110.95	112.26	114.50	116.79
<b><u>Range 4</u></b>											
Clinical Nurse IV Nursing Unit Coordinator Program Coordinator Nursing Educator General Clinical Educator		93.89	97.49	101.53	105.63	109.89	114.16	116.45	117.87	120.21	122.61
<b><u>Range 5</u></b>											
Clinical Nurse Specialist Nurse Navigator Nurse Practitioner		100.64	104.52	108.80	113.19	119.45	124.14	126.62	130.56	133.18	135.84

Effective: July 6, 2025 **5% Increase**

<b>Classification/Step</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>	<b><u>11</u></b>
<b><u>Range 1</u></b>											
Clinical Nurse I		<b>83.20</b>									
<b><u>Range 2</u></b>											
Clinical Nurse II Cardiopulmonary Educator Care Coordinator I Outpatient Case Manger		<b>89.40</b>	<b>92.87</b>	<b>96.69</b>	<b>100.63</b>	<b>104.68</b>	<b>108.75</b>	<b>110.95</b>	<b>112.28</b>	<b>114.49</b>	<b>116.78</b>
<b><u>Range 3</u></b>											
Clinical Nurse III Care Coordinator II Diabetes Educator Lactation Consultant Oncology Coordinator Parenteral Services Nurse Wound and Ostomy Nurse		<b>93.91</b>	<b>97.51</b>	<b>101.55</b>	<b>105.65</b>	<b>109.91</b>	<b>114.19</b>	<b>116.50</b>	<b>117.88</b>	<b>120.23</b>	<b>122.63</b>
<b><u>Range 4</u></b>											
Clinical Nurse IV Nursing Unit Coordinator Program Coordinator Nursing Educator General Clinical Educator		<b>98.59</b>	<b>102.37</b>	<b>106.61</b>	<b>110.92</b>	<b>115.39</b>	<b>119.87</b>	<b>122.28</b>	<b>123.77</b>	<b>126.23</b>	<b>128.75</b>
<b><u>Range 5</u></b>											
Clinical Nurse Specialist Nurse Navigator Nurse Practitioner		<b>105.68</b>	<b>109.75</b>	<b>114.24</b>	<b>118.85</b>	<b>125.43</b>	<b>130.35</b>	<b>132.96</b>	<b>137.09</b>	<b>139.84</b>	<b>142.64</b>

# PART 3

# BENEFITS

**ARTICLE 17**

**Education Leave (EL)**

**Work Related Education (ADM, EDU or TRN)**

**Tuition Assistance**

Section 1- Education Leave

- A. The purpose of Education Leave- Code 34 (EL) is to compensate the RN for time spent on educational experiences while employed by the Hospital that are not required by the Hospital and/or management representative.
- B. A full-time/part-time RN is eligible for EL.
- C. The full-time RN will receive forty-eight (48) hours of paid EL per calendar year.

- 1. The part-time RN will receive the same EL benefits prorated in accordance with the RNs work status, as described in Article 38, Section 2.
- 2. Accrual schedule is as follows (based on an 8-hour day):

<u>Work Status</u>	<u>FT</u>	<u>0.9</u>	<u>0.8</u>	<u>0.7</u>	<u>0.6</u>	<u>0.5</u>	<u>0.4</u>
EL Days/Year	6	5.4	4.8	4.2	3.6	3	2.4
EL Hours/Year	48	43.2	38.4	33.6	28.8	24	19.2
EL Hrs./Pay Period	1.846	1.662	1.477	1.292	1.108	0.923	0.738

- D. The newly employed RN will receive a prorated share of the hours in accordance with their work status (Article 38), for the balance of the RNs first year of employment.
- E. RNs who transfer from full-time/part-time positions to per diem will no longer accrue EL hours. The existing EL hour bank will remain intact for up to six (6) months from the time of transfer or until the hours are depleted (whichever occurs first), during which time the per diem RN may take EL in accordance with this article.
- F. The monetary value of up to twenty-four (24) hours per calendar year of the full-time/part-time RN's accrued EL (at the RN's base hourly rate) may be used for reimbursement of specified professional nursing organizational dues, subscription costs, conference registration fees, continuing education contact hours' fees, and/or licensure renewal fees.
- G. Lists of qualifying organizations and journals may be obtained from the Education

Department.

- H. A request for EL will be approved when one (1) of the following requirements is fulfilled:
1. The class is BRN approved,
- or**
2. There is mutual agreement between the management representative and the RN that the educational experience will enhance the knowledge and skill of the RN.
- I. All EL must be approved by the manager and, except in the case of an EL to cover an HC, the approval must be in advance of using the EL time.
- J. Unused EL will be carried over to the following year. The maximum accrual will not exceed eighty (80) hours. If the eighty (80) hours total is reached, no more EL will be accrued until EL has been taken.
- K. Time spent in EL activities is not considered hours worked.
- L. EL may be used for travel time if travel occurs on the same day as the course attended and the total EL for the day does not exceed the RN's regularly scheduled shift hours.
- M. For EL to be compensated, the course must be taken for which the EL was approved.
- N. EL may be used, at the request of the RN, for attendance at professional organization congresses/conventions.
- O. EL may be used, at the request of the RN, to cover an HC or a day off if an EL eligible course (Section 1, H) is taken during the HC or day off. Documentation of the CEs taken must be provided to the manager/designee by the end of the pay period in which the EL was taken.
- P. EL may be used, at the request of the RN, during a medical, industrial and/or pregnancy disability LOA and documentation of the CEs taken must be provided to the manager/designee by the end of the pay period in which the EL was taken. EL may not be used to extend a medical, industrial, or pregnancy disability LOA.
- Q. Without prior approval, EL may not be taken consecutively before or after (or instead of) PTO.

#### Section 2- Requests for Education Leave Time Off

- A. A request for EL time off will be submitted no less than one (1) month in advance. If scheduling permits, the one (1) month notice will be waived. EL time off will be

approved if the request is compatible with staffing and scheduling requirements.

- B. Notification of approval or denial of the EL time off will be given to the RN within one (1) week of the receipt of the request by the management representative.
- C. If approved EL time off cannot be given due to scheduling difficulties, EL may be used on an RN's scheduled day(s) off (including HC), at the request of the RN. Such EL must be coded in e-Time for the pay period during which the EL was used.

### Section 3- Work Related Education (ADM, EDU or TRN)

- A. Required attendance at education programs required by the Hospital will be paid as hours worked (ADM, EDU or TRN).
- B. Required attendance at a hospital in-service/new training program, providing instruction in work related equipment and/or procedures, will be covered in the cost center's training e-Time codes (ADM, EDU or TRN).
- C. When the actual length of a mandatory education or training program is shorter than originally scheduled the RN may:
  - 1. Leave at the end of the class and only charge actual time spent in class,
  - or**
  - 2. Stay the remaining length of the originally scheduled time performing other compensated work including Healthstream training and email review.
- D. RNs required by the Hospital to re-certify in PALS, ACLS and NRP may be compensated for study hours they spend studying, in addition to time they spend attending class and taking the exam, up to a maximum equal to one-half (½) of the scheduled class/testing time coded to EDU. For example, if a re-certification class (including testing time) takes eight (8) hours, an RN may be compensated for up to four (4) additional hours of study time. If required, additional study time may be charged to EL.
- E. For units that only require BLS, the RN may be compensated for study hours they spend studying, in addition to time they spend attending class and taking the exam, up to a maximum equal to one-half (½) of the scheduled class/testing time coded to EDU.

### Section 4- Continuing Education (CE) Contact Hours

An RN may be charged Ten Dollars (\$10.00) per CE contact hour offered by the Hospital.

### Section 5- Tuition Assistance

Tuition assistance will be available to an RN under the Hospital's Tuition Assistance Program.

## ARTICLE 18

### Group Insurance Plan

#### Section 1- Group Insurance Plan

- A. The program will include the following options: 1) medical care insurance, 2) dental care insurance, 3) life insurance, 4) accidental death and dismemberment insurance, 5) long-term disability insurance, and 6) vision care insurance for regular RN's whose work status is 0.5 FTE or greater.
- B. During the applicable enrollment period, the RN will be able to select from a number of choices in each benefits area included in the Group Insurance Plan.
  - 1. The Hospital will pay 100% of the premium cost for the lowest cost medical care, dental care, vision care, and long-term disability insurance options for the RN and eligible dependents if the RN enrolls in such benefits.
  - 2. If the RN elects a higher cost plan, the RN will pay the difference in cost.
  - 3. The Hospital pays the entire cost for basic employee life insurance and AD&D insurance.

#### Section 2- Medical Care Insurance

##### A. Medical Care Insurance Options

- 1. Option A      HMO
- 2. Option B      PPO
- 3. Option C      No Coverage

##### B. Option C Waive Credit

- 1. If the RN chooses option C and provides documentation of other non-subsidized medical coverage, the RN will receive a waive credit of Fifty Dollars (\$50.00) per pay period. For part-time RNs, the credit is prorated based on work status.

#### Section 3- Dental Care Insurance

##### A. Dental Care Insurance Options

- 1. Option A      Dental Maintenance Organization (DMO)
- 2. Option B      Preferred Dental Provider (PDP).
  - a) The RN may select desired annual coverage maximum from a choice of \$1,000, \$1,500, or \$2,000.
- 3. Option C      No Coverage

#### Section 4- Life Insurance

- A. The Hospital provides life insurance coverage of Ten Thousand Dollars (\$10,000.00) at no expense to the RN.
- B. The RN may enroll in the Voluntary Life Insurance program at their own expense. The RN may elect additional life insurance for themselves, ranging from Ten Thousand Dollars (\$10,000.00) to Four Hundred Ninety Thousand Dollars (\$490,000.00).
- C. The RN may elect spouse/state registered domestic partner life insurance within the Voluntary Life Insurance program at their own expense.
- D. The RN may elect dependent/child life insurance within the Voluntary Life Insurance program at their own expense.

#### Section 5- Accidental Death and Dismemberment Insurance (AD&D)

- A. The Hospital provides AD&D insurance coverage of Ten Thousand Dollars (\$10,000.00) at no expense to the RN.
- B. The RN may elect Voluntary AD&D coverage from Twenty Thousand Dollars (\$20,000.00) to Two Hundred Fifty Thousand Dollars (\$250,000.00) on self and/or family.

#### Section 6- Long-Term Disability Insurance

- A. Long-Term disability insurance coverage (with a ninety [90] day waiting period) will be provided at no expense to the RN.
- B. The RN may elect the optional long-term disability insurance buy-up option (with thirty [30] day waiting period). The RN will pay for the difference in cost between the 90-day option and the buy-up option.

#### Section 7- Vision Care Coverage

The Hospital will provide vision care coverage to all RNs and dependents.

##### A. Vision Care Coverage Options

- 1. Option A      Standard Plan
- 2. Option B      Enhanced Plan

#### Section 9- State Registered Domestic Partner Coverage

RNs who are eligible for health care benefits, including medical, dental and vision services, may include their eligible state registered domestic partners under the group plans. The dependent children of an eligible state registered domestic partner are also eligible for coverage under these health plan benefits.

#### Section 10- Dual Coverage

Dual coverage of spouses/state registered domestic partners and dependents on the Hospital health plan will not be permitted. The Hospital's plans shall exclude from coverage any dependents who are



covered under another health insurance policy as allowed under the current regulations. The provision supplements existing plan provisions prohibiting duplicate coverage.

Section 11- El Camino Hospital Plan Documentation

This Article describes the highlights of the Group Insurance Benefits program. For detailed information, refer to the approved benefits option booklets or contact the Human Resources Department.

## ARTICLE 19

### **Benefits**

#### Section 1- Benefits Eligibility

- A. All full-time and most part-time RNs are eligible for benefits. An eligible RN may receive benefits on their work status (Article 38).
  
- B. Eligibility for Full Benefits
  - 1. Full-time RNs.
  - 2. 0.8 or greater part-time RNs who are assigned to a permanent night shift position are eligible for full-time benefits for Education Leave (“EL”), Extended Sick Leave (“ESL”), Long Term Disability (“LTD”), Tuition Assistance and the health care waive credit.
  
- A. Less than 0.4 part-time RNs are eligible for Tuition Assistance, Retirement and the 403(b) retirement plan. Per diem RNs are eligible for Retirement (provided they meet the annual eligibility requirements), Employee Assistance Plan (“EAP”) benefits, and the 403(b) retirement plan. All RNs may be eligible for State Disability Insurance (“SDI”), Paid Family Leave and Workers’ Compensation benefits regardless of work status.

#### Section 2- Proration of Benefits for Part-time RNs

- A. A part-time RN (in accordance with Article 38, Section 3) is entitled to a proration of benefits (see Section 1, above). The part-time RN will receive a benefits allowance or benefit equal to the proration that the part-time RN’s work status bears to the benefits allowance (see Article 18) or benefit payable to a full-time RN.
  
- B. Where applicable the RN will be personally required to pay the balance of the proration if they desire to receive the benefits. The Hospital is not obligated to maintain any coverage or benefit for any part-time RN where said part-time RN waives coverage or does not pay the remaining balance of any premium.

#### Section 3- Change in Benefits

- A. RNs will participate in the Hospital’s annual open enrollment to select benefits for which they are eligible. Changes outside the open enrollment process are permitted when the law authorizes special enrollment for a qualifying event affecting a benefit-eligible RN. Qualifying events are described in the benefit plan documents and include (but are not limited to) marriage, divorce, birth or adoption of a child, loss of alternative coverage and becoming eligible for benefits under the Affordable Care Act’s rule for variable-hour employees.

Section 4- Notification of Changes to Plan Documents and/or Premiums

- A. PRN will be notified of any proposed changes to the plan documents and/or premiums prior to open enrollment of each year.

## ARTICLE 20

### Paid Time Off (PTO)

### Extended Sick Leave (ESL)

### Bereavement Leave

#### Section 1- Accrual of Paid Time Off (PTO)

##### A. Accrual of PTO

An RN classified as full-time/part-time with benefits accrues PTO based on service date (see Glossary) and hours worked, HC hours (Code 12 and Code 20). PTO hours (Code 10 and Code 11), EL hours and eligible overtime. Total hours for PTO accrual may not exceed eighty (80) hours per period.

##### B. PTO Accrual Schedule

Accrual schedule is as follows:

<u>Service Date</u>	<u>Accrual Rate/Hour Factor</u>
< 2 years	0.1096
2 years	0.1135
3 years	0.1327
5 years	0.1519
6 years	0.1538
10 years	0.1596
11 years	0.1635
12 years	0.1673
13 years/thereafter	0.1712

##### C. Maximum PTO Accrual

A maximum of four hundred (400) hours may be accrued.

#### Section 2- Use of PTO

- A. PTO will be used for all time off, except that which is required to reduce staffing levels due to decreased workload, including the periodic closure of a cost center and/or a change to holiday staffing (HC, Article 34, Section 2).

- B. PTO will be used for vacation, holidays, illness, family emergencies, bereavement leave, religious observances, preventative health or dental care, personal business and *other approved elective absences or* leave of absence.
- C. PTO, as with all other time off, must be requested in writing in advance of the time off desired, and approved in writing by the management representative, except for emergency or illness. Approval will be based upon the Hospital's determination of its staffing needs.
- D. An RN may choose to use PTO when the RN is on Jury Call and not required to report to work, or in lieu of an unpaid HC.
- E. At no time, will the RN be required to use PTO hours to reduce their level of accrued PTO.

### Section 3- Redemption of PTO

#### A. Shift Differential and PTO

PTO is paid at the RN's base hourly rate. Shift differential at the fixed rate is paid on PTO for evening and night shift RNs as set forth in Article 11.

#### B. Cash out for PTO

**See El Camino Hospital Human Resources PTO Pay Down Policy and Procedure**

#### C. PTO Pay Out on Termination

1. Within seventy-two (72) hours of the last day worked, one hundred percent (100%) of the RN's PTO balance will be paid off.
2. The payoff rate will be the RN's base hourly rate, plus fixed-shift differential if the RN has been assigned to the evening or night shift for the preceding ninety (90) days.

#### D. PTO Pay Out when Changing from Full-time/Part-time to Per Diem

Full-time/part-time RNs who transfer into a per diem position will cease accruing PTO as of the effective date of their transfer. The Hospital will automatically pay PTO hours based on the RN's former FTE status as a benefit-eligible RN (less hours worked in per diem position) each pay period until their PTO bank is zero. PTO will be paid at the RN's base hourly rate prior to the transfer without per diem, shift or other differentials.

### Section 4- Extended Sick Leave (ESL)

- A. ESL is provided to complement PTO and supplement SDI, Paid Family Leave or Workers' Compensation in the event of an extended illness. ESL is not intended as a

substitute for PTO.

B. An RN classified as full-time/part-time accrues ESL on the basis of work status (Article 38). A full-time RN with benefits accrues five (5) ESL days per year. A part-time RN with benefits accrues a prorated amount of ESL in accordance with their work status (Article 38). There is no limit to the number of ESL days that may be accrued.

C. Accrual schedule is as follows (based on an 8-hour day):

<b><u>Work Status</u></b>	<b><u>FT</u></b>	<b><u>0.9</u></b>	<b><u>0.8</u></b>	<b><u>0.7</u></b>	<b><u>0.6</u></b>	<b><u>0.5</u></b>	<b><u>0.4</u></b>
ESL Days/Year	5	4.5	4	3.5	3	2.5	2
ESL Hours/Year	40	36	32	28	24	20	16
ESL Hrs./Pay Period	1.538	1.385	1.231	1.077	0.923	0.796	0.615

#### Section 5- Use of ESL

ESL may be used if the following requirements are met:

A. The RN has completed their initial probation period (Article 32).

B. After the RN has been sick for four (4) calendar days.

C. For immediate use:

1. During time lost from work as a result of a documented work-related injury.

2. If the RN is hospitalized.

3. If the RN is admitted to an Ambulatory Surgery Center.

4. During the first four (4) calendar days if the RN receives SDI benefits. After the eighth calendar day of disability, ESL will be substituted for PTO and the RN's PTO level will be retroactively adjusted.

D. For use during the waiting period for Workers' Compensation, when the RN is not allowed to work because of on-the-job exposure to a communicable disease; and to supplement any Workers' Compensation benefits.

E. Under certain conditions, up to one hundred percent (100%) of the annual ESL accrual may be used for the care of an ill child, parent, spouse, registered domestic partner or child of a registered domestic partner.

- F. PTO must be used when ESL is depleted (Section 2 above) except the RN is not required to use ESL during a pregnancy disability LOA.

#### Section 6- Redemption of ESL

- A. ESL may not be converted to cash or PTO (exception see Section 7 below).
- B. Compensation Rate  
ESL is paid at the RN's base hourly rate. No shift differential is paid on ESL.
- C. ESL accruals are eliminated when the RN terminates.

#### Section 7- ESL Buyout

RNs will be eligible to cash-out a percentage of ESL bank upon termination based upon the following:

- A. Fifty percent (50%) of ESL Bank
  - 1. Age sixty-two (62) or greater at termination date.
  - 2. Minimum twenty (20) years of service at termination date.
- B. Thirty percent (30%) of ESL Bank
  - 1. Hired at Los Gatos Campus in 2009.
  - 2. Age sixty-two (62) or greater at termination date.
  - 3. Minimum fifteen (15) years of service at termination date.
  - 4. Eligibility sunsets at end of MOU.
- C. ESL Buyout Application/Approval Process
  - 1. Must provide three (3) months advanced notice to the RNs manager and Human Resources and be approved.
  - 2. No less than one (1) RN per department, per quarter, per shift will be approved, based on operational needs. Dependent on staffing needs and at the Hospital's sole discretion, a greater number of RNs may be approved in a quarter.
  - 3. If the RN resigns employment outside of the ESL buyout process, the RN will not be eligible for the ESL buyout.

## Section 8- Bereavement Leave

- A. Eligibility: An RN who is employed for at least thirty (30) days before the commencement of leave.
1. El Camino Hospital shall provide up to five (5) days of bereavement leave for Eligible Employees due to the death of a qualifying family member, which includes spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.
  2. An RN may be eligible for up to five days of leave.
  3. The RN may use accrued and available paid time off (PTO) hours to receive pay for the five (5) days of bereavement leave. The RN may also request that the leave be unpaid.
  4. The RN may be requested to provide supporting documentation to verify the basis of the leave. Supporting documentation includes, but is not limited to, a death certificate, a published obituary, a written verification of death, burial from a mortuary, funeral home burial society, crematorium, religious institution, or government agency.
  5. An RN may take leave resulting from the death of each qualifying family member. El Camino Hospital shall not limit the number of instances an RN may take leave.
- B. Requests for time off due to the death of a non-qualifying family member shall be subject to the same terms as other requests for time off.



## ARTICLE 21

### **Retirement Benefits\***

#### Section 1- Conditions of Eligibility for Retirement Benefits

- A. The Defined Benefit Formula (Plan in effect prior to January 1, 1995) will continue to be available to RNs currently enrolled in this option.
- B. Any RN hired, rehired and/or reinstated after August 29, 1994, is enrolled automatically in the Cash Balance Retirement Plan after the RN meets eligibility requirements of length of employment and hours worked.
- C. The following conditions apply to the Cash Balance Retirement Plan and the Retiree Insurance Program:
  - 1. Years of credited service- any year in which the RN works at least one thousand (1000) hours, including PTO, HC, ESL, Jury Duty, EL and overtime pay.
  - 2. An actuarial statement of the retirement/pension plan will be sent yearly to PRN.
  - 3. A copy of the Cash Balance Retirement Plan Summary Plan Description will be provided to each RN enrolled.

#### Section 2- Defined Benefits Formula

Funding is provided solely by the Hospital. A brief summary of retirement benefits is as follows:

- A. Normal retirement age- sixty-five (65) years.
- B. Normal years of employment to vest- five (5) years.
- C. Normal retirement benefits- forty percent (40%) of highest five (5) consecutive years Average Earnings, less fifty percent (50%) of the primary Social Security benefits, and proportionately reduced for service less than twenty-five (25) years.

When one (1) year within five (5) consecutive years is absent, a bridge can occur between the year before and the year after the one (1) absent year.

- D. Early retirement benefits- prorated.

#### Section 3- Cash Balance Retirement Plan

Funding is provided solely by the Hospital. A brief summary of retirement benefits is as follows:

- A. The Hospital will contribute an amount equal to five percent (5%) of the eligible RN's annual pay with interest credit based on ten (10) years U.S. Treasury securities.

- B. Vesting will be one hundred percent (100%) at three (3) years.

#### Section 4- Retiree Insurance Program

An RN hired by the Hospital who retires may be eligible for the Retiree Insurance Program. The Retiree Insurance Program includes medical, dental and life insurance.

##### A. Eligibility for Medical and/or Dental Insurance at Group Rates

1. The RN who was hired by the Hospital prior to July 1, 1994, will be eligible for medical and/or dental insurance under the Retiree Insurance Program at group rates when the following requirements are met:
  - a. Attainment of age fifty-five (55);
  - b. Twenty (20) years of credited service, as defined in Section 1, C.1 above;
  - c. Enrollment in one (1) of the Hospital's medical and/or dental insurance programs for twenty (20) years and enrollment at the time of the RN's retirement;

**and**

  - d. Enrollment in Medicare Part A and B, if retired and eligible to enroll in Medicare Part A and B.
  - e. If the RN does not elect to participate in the Retiree Insurance program, they will be ineligible for future participation in the program.
2. The RN's spouse will be eligible for spousal insurance coverage under the Retiree Insurance Program if the RN has been enrolled as the RN's dependent in one (1) of the Hospital's insurance program for the above stated twenty (20) years. If the RN does not elect spousal participation in the Retiree Insurance program, the spouse will be ineligible for future participation in the program.

##### B. Eligibility for Medical and/or Dental Insurance at "COBRA" Rates

1. The RN, who was hired by the Hospital who was not enrolled in a medical and/or dental plan for twenty (20) years and the RN who was hired on or after July 1, 1994 will be eligible for medical and/or dental insurance under the Retiree Insurance Program at "COBRA" rates (group rates plus two percent [2%]) when the following requirements are met:

- a. Between the ages of fifty-eight (58) and sixty-five (65);
- b. Twenty (20) years of credited service, as defined in Section 1, C. 1 above;

**and**

- c. Enrollment in one (1) of the Hospital’s medical and/or dental insurance programs at the time of the RN’s retirement.
- d. If the RN does not elect to participate in the Retiree Insurance program, the RN will be ineligible for future participation in the program.

C. Retiree Medical and/or Dental Insurance Programs

The full-time/part-time RN who was hired by the Hospital prior to July 1, 1994 and enrolled in the medical and/or dental plan for twenty (20) years will be eligible for an annual contribution towards medical and dental premiums.

- 1. If an RN elect’s early retirement, is age fifty-five (55) to sixty-one (61) inclusive and is otherwise eligible for the Retiree Insurance Program, the RN may participate in the program at their own expense.
- 2. At age sixty-two (62), the RN who elects early retirement and elected to participate in the Retiree Insurance Program will participate in the program in accordance with Section 4, A, above.
- 3. An annual contribution of One Hundred Twenty Dollars (\$120.00) for each year of service will be made by the Hospital towards:
  - a. El Camino Hospital medical and/or dental premiums,
  - b. Reimbursement for MediCare related costs, including original MediCare premiums, Medigap (Medicare Supplement Insurance) policy premiums, Medicare health plan (MediCare Advantage Plans-Part C) and/or MediCare prescription drug plan premiums (Part D).

4. Examples of Annual Contributions

<u>Years of Service</u>	<u>Premium Credit</u>	<u>Years of Service</u>	<u>Premium Credit</u>	<u>Years of Service</u>	<u>Premium Credit</u>
20 years	\$2,400.00	28 years	\$3,360.00	36 years	\$4,320.00
22 years	\$2,640.00	30 years	\$3,600.00	38 years	\$4,560.00
24 years	\$2,880.00	32 years	\$3,840.00	40 years	\$4,800.00
26 years	\$3,120.00	34 years	\$4,080.00	42 years	\$5,040.00

5. The medical and/or dental insurance premiums for the full-time/part-time RN's spouse will be fully paid by the RN, if the RN's spouse is eligible for spousal insurance coverage under the Retiree Insurance Program and the RN elects to cover their spouse.

D. Eligibility for Life Insurance

Upon retirement, the RN may elect to continue participation in the Hospital's life insurance program at the Ten Thousand Dollars (\$10,000.00) coverage level until age seventy (70). Eligibility will include:

1. Twenty (20) years of credited service, as defined in Section 1, C. 1 above);  
**and**
2. Enrollment in the Hospital's life insurance program, for the above stated twenty (20) years.

E. Medical Care Insurance Integration with Medicare

1. At age sixty-five (65), the Medicare eligible RN and/or the RN's spouse will enroll in Medicare, Part A and B. At such time, the RN and/or the RN's spouse will be covered by a secondary medical insurance plan to Medicare.
2. If the RN and/or the RN's spouse is ineligible for Medicare, the normal medical insurance coverage will continue.

F. Death or Divorce

1. The divorced spouse of the retired RN will lose medical and/or dental insurance coverage as a result of the divorce.
2. Upon death of the RN, medical and/or dental insurance coverage will continue for the surviving spouse until the spouse's remarriage or death. The medical and/or dental insurance premium will be paid in accordance with Section 4, A, B, and C, above.
3. Upon the divorce or death of the RN's spouse, medical and/or dental insurance coverage will terminate for the RN's spouse. In the event of the RN's remarriage, the new spouse will be ineligible for insurance coverage.

G. Reinstatement

If the RN is reinstated within one (1) year of resignation, the RN will be eligible for the same insurance benefits for which the RN was eligible prior to resignation.

## H. Miscellaneous

In the event any of the provisions of the Retiree Insurance Program are not adhered to, coverage for medical, dental and life insurance will not be extended to the RN and/or the RN's spouse.

### Section 5- Tax-Deferred Annuity Plans [IRC-403(b)] (TDAs)\*\*

A. Enrollment in TDAs is available through the Hospital to provide tax-sheltered investment vehicles for the RN. Funding in TDAs is provided solely by the RN.

#### B. Matching Funds by the Hospital

1. If the RN with one (1) through fourteen (14) years of service (calculated by the service date) in the Cash Balance Retirement Plan and the RN participates in a TDA, the Hospital will match contributions up to a maximum of four percent (4%) of pay after one (1) year of employment (1000 hours) at the Hospital.
  2. If the RN with fifteen (15) years through nineteen (19) years of service (calculated by the service date) in the Cash Balance Retirement Plan and the RN participates in a TDA, the Hospital will match contributions up to a maximum of five percent (5%) of pay, effective January 1, 2013.
  3. If the RN with twenty (20) years through twenty-four (24) years of service (calculated by the service date) in the Cash Balance Retirement Plan and the RN participates in a TDA, the Hospital will match contributions up to a maximum of six percent (6%) of pay, effective January 1, 2013.
  4. If the RN with twenty-five (25) or more years of service (calculated by the service date) in the Cash Balance Retirement Plan and the RN participates in a TDA, the Hospital will match contributions up to a maximum of seven percent (7%) of pay, effective January 1, 2020.
- C. To be eligible for the matching funds, the RN must complete one (1) year of employment, be credited with at least one thousand (1000) hours in the plan year and be employed on the last day of the plan year (December 31<sup>st</sup>).

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\*Details of the Retirement/Pension Plan may be reviewed in the Human Resources Department or with the Benefits Analyst, Human Resources Department.

\*\*Details of TDAs are available in the Human Resources Department.

## PART 4

# WORKING CONDITIONS

## ARTICLE 22

### **Alternative-Hour Shift Schedule**

#### Section 1

There may be times when it is desirable for an RN or a group of RNs within a cost center or on a shift, to work an alternative-hour shift schedule. An alternative-hour shift schedule is one in which the RN does not work an 8-hour (or less) shift schedule. It is understood that an alternative-hour shift schedule be consistent with staffing requirements and patient care.

#### Section 2

Entering into an alternative-hour shift agreement is entirely voluntary and subject to the following conditions:

- A. All benefits will continue to accrue on the basis of a two (2) week pay period, namely eight (8) hours a day, eighty (80) hours in a two (2) week period.
- B. A part-time RN will continue to accrue benefits on a pro rata basis per the schedule in Article 38, Section 2.
- C. Benefits will be paid on the following basis:
  - 1. Accrued PTO will be paid on the basis of scheduled hours for the affected shift.
  - 2. Accrued ESL will be paid on the basis of scheduled hours for the affected shift, in conjunction with SDI, Workers' Compensation and Paid Family Leave.
  - 3. EL will be paid on the basis of scheduled hours for the affected shift.
- D. Differentials will be paid on an hourly basis in accordance with Article 11 except double shifts as is provided in this article (see Section J).
- E. Jury Duty (Article 28) will be paid on the basis of scheduled hours for the affected shift.
- F. Legal Appearance Time (Article 28) required by the Hospital will be paid on the basis of scheduled hours for the affected shift.
- G. An RN working either ten (10) hours or twelve (12) hours will receive two (2) meal breaks. The alternative shift RN may waive the 2<sup>nd</sup> meal break by signing the meal break waiver. If waived, the RN must always take one (1) meal break unless rescinded in writing to the manager. If the RN elects to take two (2) meal breaks the RN's shift will be extended by one-half (1/2) hour unpaid time (Article 30 Section 1, D)

## H. Overtime

1. The RN will be paid one and one-half (1 ½) times the RNs base hourly rate for work in excess of the RNs scheduled shift, but less than twelve (12) hours per day.
  2. The RN will be paid two (2) times the RNs base hourly rate for any work in excess of twelve (12) hours per day.
  3. Work in excess of forty (40) hours in a week will be compensated at a rate of one and one-half (1 ½) times the RN's base hourly rate.
- I. For an RN working a 12-hour shift schedule, the RN may be scheduled for four (4) 12-hour shifts in one (1) week by mutual agreement of the RN and the management representative. The hours worked in excess of forty (40) for said week will be compensated at a rate of one and one-half (1 ½) times the RN's base hourly rate.

## J. Working an Equivalent Double Shift

### 1. Overtime

When an RN works the equivalent of two (2) consecutive 8-hour shifts, the overtime rate for the portion of the 8-hour shift that follows the completion of the RN's alternative-hour shift will be two (2) times the RN's base hourly rate when these two (2) complete equivalent 8-hour shifts are worked at the request of the management representative. The RN will not be required to return to work in less than twelve (12) hours.

### 2. Shift Differentials

#### a. Days to Evenings Equivalent Double Shift

1. An RN scheduled to work the day shift will receive no differential for the first alternate-hour shift (e.g.: 10-hours; 12-hours). The RN will receive evening shift differential for the remaining hours worked on the double shift (e.g.: 5 ½ -hours; 3 ½ -hours).
2. An RN scheduled to work the evening shift will receive no shift differential for the hours worked prior to their alternate-hour shift (e.g.: 5 ½ -hours; 3 ½ -hours). The RN will receive evening shift differential for the remaining alternate-hour double shift (e.g.: 10-hours; 12-hours).
3. An RN scheduled to work the evening shift will receive evening shift differential for the first alternate-hour shift (e.g.: 10-hours; 12-hours). The



RN will receive night shift differential for the remaining hours worked on the double shift (e.g.: 5 ½ -hours; 3 ½ -hours).

4. An RN scheduled to work the night shift will receive evening shift differential for the hours prior to their alternate-hour shift (e.g.: 5 ½ -hours; 3 ½ -hours). The RN will receive night shift differential for the remaining alternate-hour double shift (e.g.: 10-hours; 12-hours).

b. Nights to Days Equivalent Double Shift

An RN working a nights to days double shift will receive night shift differential for the fifteen and one-half (15 ½) hours worked on both shifts.

K. Rest Between Shifts

1. Rest Between Shifts hours worked will be compensated in accordance with Article 15 and eTime rules (e.g.: Appendix B).
  2. If the RN extends a 12-hour shift, the RN is eligible for premium pay only if they return to work in less than ten and one-half (10 ½) hours from the previous time worked, as a result of working an additional shift or part of a shift which is not part of the RNs normal schedule, at the request of the management representative.
  3. Rest Between Shifts rates will not apply in the event of an internal or external disaster.
- L. If the RN is pre-scheduled to work an 8-hour shift or series of 8-hour shifts for staffing coverage, overtime will occur at the completion of the 8-hour shift(s) (Article 14).
- M. If the RN is pre-scheduled to work an alternative-hour shift other than the RNs usual alternative-hour shift, overtime will occur at the completion of the scheduled shift.
- N. Those Articles and Sections of this MOU pertaining to the above conditions are superseded by the above conditions whenever the RN agrees to work an alternative-hour shift schedule.
- O. PRN and the Hospital understand the working conditions stated in this article are legal. If it is determined otherwise, the parties will meet and confer in good faith regarding changes to alternative-hour shift schedule working conditions.

## ARTICLE 23

### Floating

#### Section 1- Regional Mandatory Floating

RNs are required to float to cost centers as designated in the Regional Floating agreements between PRN and ECH. Refer to PCSS for list of unit specific guidelines, floating regions and process implementation (No mandatory Floating requirements for RNs at Step 10 or 11).

#### Section 2- Enterprise Work Assignment

The Hospital may post positions that require an RN, as needed, to accept work assignments across departments and/or hospital campuses/location (enterprise) within a fifteen (15) mile radius. RNs required to float across enterprise are as follows:

##### A. Patient Care Resources (PCR)

Any current or newly hired RN to PCR is required to accept enterprise work assignments.

##### B. Per Diems

Any RN who is hired or transfers to a per diem position after October 28, 2016, will be required to accept enterprise work assignments. (Excluding RNs who transfer to a per diem position in their own Cost Center as a result of a Reorganization-in-force unless they were already a per diem hired after October 28, 2016. Refer to Article 33).

#### Section 3- Training

A. RNs' who work in other departments and/or locations will be provided with the orientation and training necessary to perform this work safely and effectively. Amount of orientation or training to be determined by agreement between management and RN prior to starting orientation and training.

B. An RN who does not have an opportunity to float within six (6) months to the units they are expected to float will receive, if requested by the RN, a minimum of one (1) hour of reorientation/training to specific department needs prior to taking a patient care assignment.

#### Section 4- Patient Care Resources Department

A. Orientation to departments within currently assigned tracks (Floating Regions) will take place prior to commencement of enterprise assignments.

- B. “Home units” will determine the “Home campus.”
- C. PCR RNs employed on or prior to October 27<sup>th</sup>, 2016 will not be floated cross-campus unless all other RNs hired on or after October 28<sup>th</sup>, 2016 who are competent and available have been floated.

## Section 5- Cross-Campus Floating Management

### A. Notification of Assignment

- 1. Every effort will be made to pre-assign by campus/location prior to the start of the shift.
- 2. RNs will be given a ninety (90) minutes’ notice if expected to report to a campus which they were not assigned on a day.

B. Enterprise assignments will only occur within the RNs same shift.

### C. Mid-Shift Floating

- 1. Mid-shift floating allowed for benefit of patient care as determined by management representative of “sending” and “receiving” units.
- 2. Reasonable direct travel time will be compensated.
- 3. Mid-shift floating should be considered to avoid unnecessary HCs.
- 4. RNs asked to float mid shift will complete their charting/hand off and take their break if needed, prior to floating to the next assignment.

D. Cross-campus floating will occur for needs of patient care.

E. Cross-campus floating will not be required to cover an HC, unless the RN whose turn it is to float cross-campus is willing to cover the HC.

F. Where an enterprise assignment to a different location/facility creates a personal hardship for an employee, the Hospital will make its best effort to provide reasonable accommodations such as allowing employees to end work earlier to meet personal responsibilities.

### G. Patient Care Staffing Standards (PCSS)

The sections of the PCSS entitled “Management of Floating” and “Regional Floating” are superseded by this Article but may be replaced by mutually agreed guidelines for rotation and cross-training that are consistent with this Article.

H. The Leadership Committee (Article 1, Section 3)

1. The Leadership Committee will monitor assignments under this Article to ensure that it is not being overused in lieu of addressing permanent staffing needs.
2. If the parties fail to agree on acceptable guidelines, including for training, either party may advance the issue to mediation.

Section 6- Floating Waivers

- A. An RN can declare willingness to float to units in which they are competent outside their floating region on their home campus or across the enterprise.
- B. RN's will complete a "Volunteer for Intercampus Floating" form, which will be held in the staffing office in MV and in the Hospital Supervisor office in LG.
- C. RNs willing to float to **a different ECH campus** will be given orientation and training necessary to perform this work safely and effectively. This training should include, but is not limited to, campus specific safety training, building orientation, medication safety requirements, different equipment, and any other distinct campus differences. Those who volunteer to float will be trained and deemed competent by mutual agreement prior to assuming care of patients. Amount of orientation or training to be determined by agreement between management and RN prior to starting. Orientation or training will be no more than one shift. If the parties cannot agree on the amount of orientation or training the Hospital or RN may revoke the waiver.
- D. Once an RN has volunteered to float between campuses, the RN is committed to floating between campuses for a minimum of six (6) months.

## ARTICLE 24

### Classification and Step Placement

#### Change of Classification

#### Working in an Additional Classification

#### Reinstatement

#### Rehire

#### Section 1- Initial Classification and Step Placement

A. New Graduate to Clinical Nurse with less than Six (6) Month's Work Experience as an RN

1. Associates Degree in Nursing or Diploma in Nursing

The RN will be classified as a CN I and placed in wage range 1, step 2. After six (6) months the RN will be advanced to the CN II classification and be placed in wage range 2, step 2 if the RN meets the requirements of Section 2 below.

2. Bachelor and/or Master of Science Degree in Nursing

The RN will be classified as a CN II and placed in wage range 2, step 2. After six (6) months the RN will advance to CN II step 3.

B. All other RNs

Initial step placement within classification will be at an appropriate step based on the individual candidate's work experience and education, but not to exceed step 7 for the applicable wage range.

#### Section 2- Step Increased Based on Years of Service at the Hospital

A. Step increases will be granted providing performance meets expectations. In the event the RN's performance does not meet expectations, the step increase may be delayed for three (3) months, during which time the RN will be counseled and coached so that performance meets the required expectations.

B. Step increases will occur at the following intervals:

Step 3	6 months after placement in Step 2, plus any LOAs as described in Article 29, Section 3, B.
Step 4-7	Annually from last step adjustment, plus any LOAs as described in Article 29, Section 3, B.
Step 8	10 years of service as an RN at the Hospital.
Step 9	15 years of service as an RN at the Hospital.
Step 10	20 years of service as an RN at the Hospital.
Step 11	25 years of service as an RN at the Hospital.

- C. Wage increase will occur on the first day of the pay period following the pay period in which the RN's step adjustment is due.

Section 3- Step Increases based on Educational Achievement

- A. An RN who obtains a Bachelor of Science degree in Nursing while an employee of the Hospital will be granted a one (1) step increase up to and including Step 7.
- B. An RN who obtains a Master of Science degree in Nursing while an employee of the Hospital will be granted a one (1) step increase up to and including Step 7.
- C. An RN who obtains a Baccalaureate or a Master's degree in a health-related field may submit an application to their management representative after twelve (12) months of continuous employment at the Hospital for a one (1) step increase up to and including Step 7. Final approval will be granted by the CEO.
- D. Wage increases will occur on the first day of the pay period following the pay period in which Human Resources receives the approved paperwork.

Section 4- Changes of Classification

A. Non-Clinical Nurse Classification to Clinical Nurse Classification

1. Change to Clinical Nurse IV Classification

- a. If an RN in a non-Clinical Nurse wage range 3, 4 or 5 position changes to a Clinical Nurse Position (including NUC by RN initiation), the RN will be placed in the CN IV classification if:
- a) The RN meets the CN IV eligibility criteria (Article 25),
  - b) The RN completed their probationary period,
- and**
- c) The RN's most recent annual performance evaluation meets expectations and there is currently no pending written notice of disciplinary action and/or suspension.
- b. Compensation for the new classification will be at the RN's current step within wage range 4.
- c. If the RN does not meet the conditions above, they will be placed in the CN II classification and compensated at the RN's current step within wage range

2.

2. Change to Clinical Nurse III Classification

- a. If an RN in a non-Clinical Nurse wage range 3, 4 or 5 position changes to a Clinical Nurse Position (including NUC by RN initiation), the RN will be placed in the CN III classification if:
  - a) The RN meets the CN III eligibility criteria (Article 25),
  - b) The RN completed their probationary period,  
  
**and**
  - c) The RN's most recent annual performance evaluation meets expectations and there is currently no pending written notice of disciplinary action.
- b. Compensation for the new classification will be at the RN's current step within wage range 3.
- c. If the RN does not meet the conditions above, the RN will be placed in the CN II classification and compensated at the RN's current step within wage range 2.

3. Change to Clinical Nurse II Classification

If an RN in a wage range 2 classification changes to a Clinical Nurse position, the RN will be placed in the CN II classification and compensated at the RN's current step within wage range 2.

4. Involuntary Change in Classification

The RN may be placed in the CN II, CN III, or CN IV classification as a result of an action pursuant to Article 26. The RN will be compensated at the RNs current step within the applicable wage range for the new classification.

B. Clinical Nurse Classification to Non-Clinical Nurse Classification

An RN who changes from CN II, CN III, or CN IV classification to a non-Clinical Nurse classification will be placed in the new classification and compensated at the RN's current step within the applicable wage range for the new classification.

C. Changes within the Clinical Nurse Classifications

1. An RN who changes from CN II to CN III will be compensated at their current step within wage range 3.
2. An RN who changes from CN III to CN IV will be compensated at the current step within wage range 4.
3. An RN who changes from CN III or CN IV to CN II will be compensated at the

RNs current step within wage range 2.

D. Non-Clinical Nurse Classifications to Non-Clinical Nurse Classifications

An RN who changes from one non-Clinical Nurse Classification to another non-Clinical Nurse Classification will be compensated at the RNs current step within the applicable wage range for the new classification.

E. Management Initiated Change in Classification of NUC due to a Reorganization/RIF (Elimination of NUC position)

If a NUC position is eliminated and the RN moves to an available Clinical Nurse position, the following will apply:

1. The RN with national specialty certification will be placed in the CN IV classification at their current step within wage range 4. Thereafter, the RN must fulfill the CN IV eligibility criteria to maintain the CN IV classification (Article 25).
2. The RN without a national specialty certification will be placed in the CN III classification at the RNs current step within wage range 3 with the following expectations:
  - a. The RN must obtain national specialty certification within one (1) calendar year from the effective date of the change to the CN III classification. Thereafter, the RN must fulfill the CN III eligibility criteria to maintain the CN III classification (Article 25, Section 2).
  - b. If the RN does not obtain national specialty certification within the time-period, the RN will change to the CN II classification at their current step within wage range 2.

F. RN Reentering the Bargaining Unit

1. An RN who leaves the bargaining unit to take another position in the Hospital and reenters the bargaining unit will be placed at the appropriate step based on work experience and education, but not lower than the step achieved prior to leaving the bargaining unit and not higher than the step the RN would be eligible for based on their years of service.
2. Thereafter, the RN will advance through the steps as provided in this MOU, except as follows:
  - a. The RN will advance to Step 8 when their cumulative/total years of service as an RN at the Hospital equals ten (10) years (calculated by the RN's service date). The advancement will be effective on the first day of the pay period following the performance evaluation date after accumulating the ten (10) years of service.



- b. The RN will advance to Step 9 when their cumulative/total years of service as an RN at the Hospital equals fifteen (15) years (calculated by the RN's service date). The advancement will be effective on the first day of the pay period following the performance evaluation date after accumulating the fifteen (15) years of service.
  - c. The RN will advance to Step 10 when their cumulative/total years of service as an RN at the Hospital equals twenty (20) years (calculated by the RN's service date). The advancement will be effective the first day of the pay period following the performance evaluation date after accumulating the twenty (20) years of service.
  - d. The RN will advance to Step 11 when their cumulative/total years of service as an RN at the Hospital equals twenty-five (25) years (calculated by the RN's service date). The advancement will be effective the first day of the pay period following the performance evaluation date after accumulating the twenty-five (25) years of service.
- 3. If a CN III leaves the bargaining unit to take another position in the Hospital and reenters the bargaining unit, the RN must meet the current CN III criteria to return to the classification.
  - 4. If a CN IV leaves the bargaining unit to take another position in the Hospital and reenters the bargaining unit, the RN must meet the current CN IV criteria to return to the classification.

#### Section 5- Working an Additional Classification

When an RN works in an additional bargaining unit classification, the RN will be compensated at their current step within the wage range applicable for the additional classification.

#### Section 6- Reinstatement

- A. If an RN is reinstated within one (1) year of separation, the RN will be reinstated at no less than the classification (provided a position is available) and step attained at the time of resignation. The RN's seniority dates will change by the exact amount of time the RN was away.
- B. If the RN was a CN III or CN IV at the time of separation, they must meet the criteria in Article 25 upon reinstatement.

#### Section 7- Rehire

##### A. Initial Step Placement

If an RN is rehired after one (1) year of separation, the RN's initial step placement will be in accordance with section 1.

##### B. Step Advancement after One (1) Year

1. After one (1) year the rehired RN will be advanced to the step attained at the time of the RNs last separation unless the RN is at a step equal to or higher than the previous step placement.
2. Thereafter, the RN will advance through Step 7 annually on the first day of the pay period following the RNs annual performance evaluation date.

C. Advancement to Step 9, 10, or 11

1. The RN will advance to Step 8 when their cumulative/total years of service as an RN at the Hospital equals ten (10) years (calculated by the RN's service date). The advancement will be effective the first day of the pay period following the performance evaluation date after accumulating the ten (10) years of service.
2. The RN will advance to Step 9 when their cumulative/total years of service as an RN at the Hospital equals fifteen (15) years (calculated by the RN's service date). The advancement will be effective the first day of the pay period following the performance evaluation date after accumulating the fifteen (15) years of service.
3. The RN will advance to Step 10 when their cumulative/total years of service as an RN at the Hospital equals twenty (20) years (calculated by the RN's service date). The advancement will be effective the first day of the pay period following the performance evaluation date after accumulating the twenty (20) years of service.
4. The RN will advance to Step 11 when their cumulative/total years of service as an RN at the Hospital equals twenty-five (25) years (calculated by the RN's service date). The advancement will be effective the first day of the pay period following the performance evaluation date after accumulating the twenty-five (25) years of service

D. Seniority Date

The RNs seniority date will change to their rehire date.

## ARTICLE 25

### Clinical Ladder

#### Section 1: Definition of the Clinical Ladder

The Clinical Ladder includes CN II, CN III, and CN IV classifications. Full time, part time, and per diem work status.

#### Section 2: Eligibility Criteria

RNs may reference the Clinical Nurse Ladder document on the PRN website for details not included here about the application process under the Section titled: “Application Process.”

- A. Registered Nurses currently licensed within the state of California.
- B. Three years of recent RN clinical experience in an acute care hospital setting with a minimum of one (1) year of the three (3) constituting current employment at El Camino Hospital as a Registered Nurse to apply for Clinical Nurse III.
- C. Current Clinical Nurse III’s with three (3) years of continuous service as a Clinical Nurse at El Camino Hospital may apply for advancement to Clinical Nurse IV.
- D. “Meets Expectations” for each competency in each category for the most recent performance evaluation.
- E. No previous disciplinary action or suspension within the preceding 12 months. The term “suspension” as used herein shall not apply to administrative leave (investigatory suspension).
- F. Submission to the RNs Clinical Manager the CN III or CN IV application that documents the RN has completed the above listed criteria.

#### Section 3: Points Required for Submission and Renewal

- A. For advancement from a Clinical Nurse II to a Clinical Nurse III, the RN must accumulate thirty (30) points during the timeline preceding the application date.
  1. To maintain Clinical Nurse III, the RN must maintain thirty (30) points per year. Portfolios must be submitted to the Clinical Manager or their designee and reviewed by the Clinical Ladder Review Panel.
    - a) Applicants awarded Clinical Nurse III are required to maintain Clinical Nurse III for one (1) year before applying to Clinical Nurse IV.
- B. For advancement from a Clinical Nurse III to a Clinical Nurse IV, the RN must accumulate forty-five (45) points during the timeline preceding the application date. Portfolios must be submitted to the Nurse Manager or their designee and reviewed by the Clinical Ladder Review Panel.

1. To maintain the Clinical Nurse IV, the RN must maintain forty-five (45) points per year. Portfolios must be submitted to the Nurse Manager or their designee and reviewed by the Clinical Ladder Review Panel.
- C. RNs may reference the Clinical Ladder Document on the PRN website for details not included here about the points system under the Section titled: “Clinical Nurse III/IV Clinical Ladder Points.”

#### Section 4: Compensation Adjustment

- A. To recognize the additional contribution of Clinical Nurses are various levels of the Clinical Ladder, the RNs wage range adjustment will be effective on the first day of the pay period following Review Panel approval of the completed application, submitted documentation, and portfolio.

#### Section 5: Implementation of New Clinical Ladder Program-Effective March 23, 2008

- A. Clinical Nurse III and Clinical Nurse IV require a nationally recognized certification as agreed upon by ECH and each units UPC.
  1. For CN III RNs who were grandfathered into the Clinical Ladder Program in 2008, the following conditions apply:
    - a) If the CN III has their national specialty certification, they must maintain it.
    - b) If the CN III does not have their national specialty certification, they are not required to obtain it but must meet other eligibility requirements. RNs are encouraged to obtain a national specialty certification.
    - c) All CN IV must have a nationally recognized specialty certification.

#### Section 6: Change in Specialty or Department & Reorganization/RIF

- A. A Clinical Nurse III or IV who changes their area of specialty will be reclassified as a Clinical Nurse II until such time as the RN obtains a national specialty certification in the new specialty.
- B. If the RN transfers to a “sister unit” on the opposite campus, no loss of Clinical Nurse III or IV will occur.
  1. Please refer to the PRN MOU for a listing of “sister units.”
- C. Management Initiated Change in Classification of NUC due to a Reorganization/RIF (Elimination of NUC position).
  1. If a NUC position is eliminated and the RN moves to an available Clinical Nurse position, the following will apply:
    - a) The RN with a national specialty certification will be placed in the CN IV classification at their current step within wage range 4. Thereafter, the RN must fulfill the CN IV eligibility criteria to maintain the CN IV

classification.

2. The RN without a national specialty certification will be placed in the CN III classification at their current step within wage range 3 with the following expectations:
  - a) The RN must obtain a national specialty certification within one (1) calendar year from the effective date of the change to the CN III classification. Thereafter, the RN must fulfill the CN III eligibility criteria to maintain the CN III classification.
  - b) If the RN does not obtain national specialty certification within the time- period, the RN will change to the CN II classification at their current step within wage range 2.

#### Section 7: Loss of CN III or CN IV Classification

- A. The Clinical Nurse III or Clinical Nurse IV will revert to the CN II classifications if:
  1. A Clinical Nurse III or IV requests to revert to a Clinical Nurse II and/or a Clinical Nurse IV requests to revert to a Clinical Nurse III.
  2. The Registered Nurse no longer meets the eligibility requirements for Clinical Nurse III or Clinical Nurse IV.
  3. The result of disciplinary action, including suspension. The term “suspension” as used herein shall not apply to administrative leave (investigatory suspension).
  4. The RN will keep CN III or CN IV status if the qualifying National Certification is removed from the unit list as determined by each units UPC and the Hospital.

#### Section 8: Reinstatement of CN III or CN IV

- A. An RN who has their Clinical Nurse III or Clinical Nurse IV status removed due to disciplinary action or suspension, for not achieving a “Meets Expectation” for each competency in each category for the most recent performance evaluation, or if the RN fails to renew their CN III or CN IV during the applicable timeframe, may apply for reinstatement of Clinical Nurse III or Clinical Nurse IV to their clinical manager after six (6) months since loss of Clinical Nurse III or Clinical Nurse IV. Final approval will be at the discretion of the Chief Nursing Executive (CNO) or their designee.

#### Section 9: Labor Management Committee

- A. Issues that arise with the Clinical Ladder will be addressed by the Labor Management committee. The committee will meet routinely to review the application process and adjust this process as agreed upon by ECH and PRN.

## ARTICLE 26

### Discipline

### Discharge

#### Section 1- Discipline

- A. All RNs are employed for an initial probationary period (Article 32).
- B. Upon completion of the RN's initial probationary period, all disciplinary action must be for just cause only, in compliance with the Hospital's Discipline and Discharge Policy and Procedure (which may be reviewed in the Human Resources Department or on the Toolbox). In accordance with the Discipline and Discharge Policy and Procedure, the Hospital utilizes a progressive disciplinary process. In cases of serious or repeated offenses one or more of the progressive steps may be omitted.
- C. All disciplinary action will be stated in writing.
- D. Documented verbal counseling is not part of the formal disciplinary process.

#### Section 2- Discharge

- A. An RN dismissed before completion of their initial probationary period will be informed of the reason for dismissal; however, they will not have recourse to the grievance procedure.
- B. Upon completion of their initial probationary period, an RN may be dismissed for just cause only. All dismissal action will be stated in writing.

#### Section 3- Due Process and Right to PRN Representation

- A. Before formal discipline is issued, RNs will be informed of the alleged misconduct or performance issue and provided a chance to respond, usually at an investigatory meeting. When advised of the need for an investigatory meeting, the RN will also be informed by the Hospital of the nature of the issue, as known at that time.
- B. Before an investigatory meeting, RNs will be informed of their right to PRN representation during the investigatory meeting or any other meeting that the RN reasonably believes may result in personal disciplinary action. If this occurs, if necessary, the meeting will be reasonably delayed up to three (3) days or otherwise rescheduled by agreement of the parties. RNs may decline representation by signing a Weingarten Rights waiver.
- C. RNs will be provided formal discipline in writing either in person, via Workday, or by certified mail. The discipline will be archived in Workday and can be accessed by the RN, who can provide a copy to PRN if they desire. Formal discipline shall include:
  - 1. Notice of the disciplinary action and its effective date.
  - 2. Reasons for the disciplinary action.
  - 3. In the case of disciplinary action other than termination, a place for the

RN to sign and to provide a response. The RN's signature on the discipline is only to acknowledge receipt and does not mean that the RN agrees with the discipline. The RN's failure to provide a response on the discipline also does not mean that the RN agrees with the discipline. If the RN does not sign and/or provide a response within five (5) days, the discipline will be advanced to completed status in Workday.

- D. An RN who has completed their initial probationary period may challenge the discipline by using the grievance procedure in Article 27.

## Article 27

### Informal Conflict Resolution

#### Grievance

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

#### Section 1- Informal Conflict Resolution

- A. It is recognized that conflict may arise around issues other than interpretations, application and/or compliance with provisions of the MOU or whether discharge was for just cause.
- B. When issues arise that are of a non-grievable nature, the RN is encouraged to act promptly to use the informal conflict resolution process.
- C. When such conflicts arise, the RN is encouraged to utilize resources such as management representatives, peers, PRN, the Employee Assistance Program or the Human Resources Department, to facilitate resolution of the conflict.
- D. When an informal conflict resolution process is ineffective, final resolution will be facilitated by the CEO.

#### Section 2- Grievance

##### A. Definitions

- 1. "Grievant" is hereby defined as PRN. PRN may file a grievance on behalf of PRN, a group of RNs or an individual RN.
- 2. "Grievance" is hereby defined as a written claim concerning:
  - a. Disagreement involving interpretation, application and/or compliance with specific provisions of the MOU,
  - or**
  - b. Disagreement involving whether discharge was for just cause.

##### B. Term of Grievance

- 1. Only the RN who has successfully completed the initial probationary period of employment is eligible to use this grievance procedure (through PRN) for disciplinary action up to and including discharge.
- 2. Position classification and performance appraisal will not be matters of grievance.

##### C. Timelines

- 1. The grievance will be submitted no later than twenty (20) days after: (1) the occurrence of an alleged grievance; or (2) from when PRN or the RN had



knowledge (or, in the normal course of events could reasonably have been expected to have knowledge) of the basis for an alleged grievance.

2. In determining the number of days in this article, Saturdays, Sundays and holidays will be excluded.

D. Time Off for Hearings

1. Attendance of an RN at any meeting/hearing may be required.
2. The affected RN will be granted time off for participation in grievance hearings. Time off may be charged to the RN's PTO, at their discretion. There will be no loss of benefits or seniority as a result of said time off.

E. Adherence to Time Limits

1. Failure of PRN to proceed within any time limit set forth in this article will constitute a waiver of the claim.
2. Failure of the Hospital to act within any time limit set forth herein will entitle PRN to proceed to the next step.
3. Any of the time limits set forth in this article may be extended by mutual written agreement.

Section 3- Grievance Procedure

A. Step 1- Filing of Grievance

1. A grievance will be filed in writing by PRN with the Chief Human Resources Officer within the time frames set forth in Section 2, C. PRN will use an official grievance form obtained from the Human Resources Department which contains the information listed below. The grievance form will be dated in the Human Resources Department upon receipt. PRN will receive a dated copy of the grievance form at that time.
2. Grievance Filed by an Individual RN
  - a. If PRN chooses not to grieve an issue on behalf of an individual RN, the RN may file a grievance using the Hospital's grievance procedure (**El Camino Hospital Human Resources Policy and Procedure**).
  - b. Upon receipt of a formal grievance filed by an RN under the Hospital's procedure, the Hospital will notify PRN of the filing and a copy of grievance will be provided to PRN.
  - c. Unless PRN notifies the Hospital within fifteen (15) days of notification that PRN will assume action on the grievance, the Hospital will process the grievance using its own procedure.
3. Contents of Grievance
  - a. Specific nature of the grievance including the article(s) of the MOU alleged to be involved and the identity of any RN(s).
  - b. The time or place of its occurrence.

- c. The consideration given or steps taken to secure informal resolution, when applicable.
  - d. The corrective action desired. Such corrective action will not include action taken against a supervisor or other employee (e.g., disciplinary action against another).
4. The grievance will be signed and dated.
  5. Refusal to provide the necessary information as specified above will constitute a waiver of the claim.

B. Step 2- Informal Discussions

1. The grievance may be started when PRN tells a management representative the facts of the grievance and ask for resolution.
2. If the grievance issue is not resolved, PRN may submit the grievance to the Chief Human Resources Officer.
3. PRN may at its option skip Step 2 and submit the grievance directly to the Chief Human Resources Officer.

C. Step 3- Referral or Submission to the Chief Human Resources Officer

1. Review Meeting:

Upon receipt of the grievance, the Chief Human Resources Officer or their designee will arrange a review meeting within fifteen (15) days with individuals directly involved.

2. Resolution:

The Chief Human Resources Officer or their designee will provide a written determination of the grievance to PRN within five (5) days after the review meeting.

D. Step 4- Rejection of Determination of the Chief Human Resources Officer

If PRN does not accept the determination of the Chief Human Resources Officer or their designee, then within five (5) days of receipt of the determination PRN may refer the issue to the CEO.

E. Step 5- Referral to the CEO

1. Review Meeting:

Upon receipt of the grievance, the CEO or their designee will arrange a review meeting within fifteen (15) days of receipt.

2. Resolution:

The CEO or their designee will provide a written determination of the grievance to PRN within five (5) days after the review meeting.

F. Step 6- Rejection of Determination of the CEO

If PRN does not accept the determination of the CEO, then within twenty (20) days of receipt of the determination, PRN may refer an arbitrable issue to arbitration, by notifying the Hospital in writing of its intention to arbitrate the dispute.

#### G. Step 7- Arbitration Procedure

1. The following categories of grievances are not subject to arbitration under this agreement:
  - a. Grievances which allege any violation of Article 3,
  - b. Grievances which allege violation of law,
  - c. Grievances for which an administrative procedure has been established by the Public Employment Relations Board to address the allegations in the grievance.
2. Selection of an Arbitrator:

PRN and the Hospital will first attempt to agree upon an arbitrator. If agreement has not been reached within five (5) days of the request for arbitration, PRN and the Hospital will jointly request that the Federal Mediation and Conciliation Service supply a list of seven (7) names of arbitrators. The arbitrator will be selected from this list by the alternative striking of names (the first strike being determined by a flip of a coin) and the last name remaining will be the Arbitrator.
3. Arbitration:

Arbitration will begin as soon as possible, giving due consideration to the schedules of the representative of the parties, provided that the failure of PRN to set a hearing date within the sixty (60) days of the referral to arbitration will result in a waiver of the claim. The hearing will be closed unless the arbitrator rules otherwise. Prior to the hearing the parties will attempt to reach agreement on a joint submission, each will present a separate submission. The joint or separate submissions will state the issue(s), and the specific article(s) of this MOU, which the arbitrator is to interpret or apply.
4. Resolution:
  - a. After such a hearing, the arbitrator will render as soon as possible a decision which will be final and binding on all parties.
  - b. The arbitrator will have no power to add to, or subtract from, alter, modify, or amend any of the terms or provision of this MOU, including Article 3.
  - c. The arbitrator has the authority to award monetary damages limited to lost wages and/or benefits.
5. Expenses:

The cost of compensation and expenses of arbitration including the cost of a transcript, unless a transcript is waived by mutual agreement of the parties, and the cost of an arbitrator will be divided equally between the parties. However, each party will bear its own expenses of representatives and witnesses.
6. The arbitrator's award will not be made, which violates the conditions of this MOU.

## ARTICLE 28

### Jury Duty

### Jury Call

### Legal Appearance Time

#### Section 1- Jury Duty

- A. If a full-time/part-time RN is required to serve on jury duty on a day they are scheduled to work, the RN will be reimbursed by the Hospital in accordance with the provisions of this Article.
- B. If a full-time/part-time RN is required to serve on jury duty on a day the RN is not scheduled to work, the RN will not be reimbursed by the Hospital. An additional day off may be granted upon request of the RN if scheduling permits.
- C. An RN scheduled to work the night prior to jury duty will have the night off if the RN requests.
- D. An RN scheduled to work the night of jury duty will have the night off if they request. The RN may use either PTO or, if the RN agrees and if possible, pick up another shift in the same pay period.
- E. The RN will be paid for no more than one hundred sixty (160) hours of jury duty in any calendar year. The RN will be compensated at the RNs base hourly rate (plus per diem differential, if applicable), less reimbursement by the County for jury duty services. The RN will not receive more than one day of jury duty pay per day of jury service.
- F. During jury duty and/or if the maximum jury duty compensation has been exceeded, the RNs exact position will be guaranteed, benefits, benefits date and seniority date will continue as though the RN was working.
- G. The RN will be required to furnish the Hospital with proof of jury duty.
- H. The RN may but will not be required to use PTO for jury duty.
- I. If Jury Duty occurs during an RN's previously granted vacation time off, the RN will not be required to take vacation time off (PTO) and every effort will be made to grant alternative vacation time off, which is mutually agreeable to both parties, provided the RN has sufficient PTO remaining for such alternative vacation time off.

#### Section 2- Jury Call

- A. When an RN is on jury call, the management representative will determine on an individual basis whether the RN will be required to report to work.
- B. An RN scheduled to work the night prior to jury call will have the night off if the RN requests.
- C. If an RN is not required to work, the RN may choose to take the day off and use

either PTO or HC.

- D. There will be no loss in benefits and no change in benefits or seniority dates resulting from jury call.
- E. If Jury Call occurs during an RN's previously granted vacation time off, the RN will not be required to take vacation time off (PTO) and every effort will be made to grant alternative vacation time off, which is mutually agreeable to both parties, provided the RN has sufficient PTO remaining for such alternative vacation time off.

### Section 3- Legal Appearance Time

#### A. Definition

“Legal Appearance Time” is hereby defined as:

When an RN is called to appear as a witness and/or subpoenaed as a result of activities performed within the normal scope of the RNs duties assigned by the Hospital.

- B. The RN will be paid at the RNs base hourly rate. An RN will not receive more than one day of pay per day of Legal Appearance Time.
- C. If legal appearance is required on a day off, the RN will be paid for the day at the RNs base hourly rate and the RN will be given another day off.
- D. An RN scheduled to work the night prior to legal appearance time will have the night off if the RN requests.
- E. An RN scheduled to work the night of legal appearance time will have the night off if they request. The RN may use either PTO or if the RN agrees, and if possible, pick up another shift in the same pay period.
- F. The management representative will determine on an individual basis whether the RN will be required to report to work during the portion of their shift not spent on legal appearance time.
- G. If the RN is not required to work, the RN will still be paid for the scheduled shift, at the RNs base hourly rate.
- H. There will be no loss of benefits or compensation as a result of legal appearance time, except shift differentials and to the extent the RN is reimbursed for legal appearance services (e.g., witness/subpoena fees). The RN will be required to furnish the Hospital with proof of legal appearance.
- I. Legal appearance time constitutes hours worked and applies toward overtime and rest between shifts pay. Overtime and/or rest between shifts time as a result of legal appearance time will be compensated according to Article 14 and Article 15.
- J. If Legal Appearance Time occurs during an RN's previously granted vacation time off, the RN will not be required to take vacation time off (PTO) and every effort will be made to grant alternative vacation time off, which is mutually agreeable to both parties, provided the RN has sufficient PTO remaining for such alternative vacation time off

## ARTICLE 29

### Leaves of Absence

**You may have rights under State and Federal laws not listed here. For complete information regarding leaves of absence see El Camino Hospital Human Resources Policy and Procedures or contact the Hospital's Leave Administrator (currently the Hartford).**

#### Section 1: Eligibility

- A. An RN who expects to be absent for more than four (4) calendar days for educational, personal, military, industrial injury, medical or pregnancy disability reasons must apply for a leave, subject to the guidelines set forth below.
- B. All leaves require administrative approval.

#### Section 2: Leave Categories

- A. Educational Leave
  - A. A full-time/part-time RN who has completed two thousand eighty (2080) hours+ is eligible for Educational Leave not to exceed twelve (12) months. The purpose of Educational Leave is to grant the RN time off for the pursuit of education pertinent to their employment at the Hospital. The RN must use PTO and/or EL for compensation during the leave.
  - B. Educational Leave is separate from EL, as described in Article 17.
- B. Personal Leave
  - 1. A full-time/part-time RN who has completed two thousand eighty (2080) hours+ is eligible for Personal Leave up to six (6) months. The RN must use PTO for compensation during the leave. Personal Leave is separate from routine PTO, as described in Article 20.
- C. Military Leave
  - 1. At the RN's discretion, they may use PTO for compensation during the leave.
- D. Pregnancy Disability Leave:
  - 1. The RN will be required to use ESL and may use PTO for compensation during the leave in conjunction with SDI. At the RN's request, they may use EL during a Pregnancy Disability Leave.
  - 2. Pregnancy Disability Leave is separate from PTO/ESL, as described in Article 20.
- E. Family Care and Medical Leave:
  - 1. If the leave is due to the RN's illness, the RN will be required to use PTO for the first 4 calendar days, then ESL in conjunction with SDI. If the leave is due to an industrial injury of the RN, the RN will be required to use ESL in

conjunction with Workers' Compensation. At the RN's request, they may use PTO for pay integration once any wage replacement programs are being utilized, including SDI, PFL, or Workers' Compensation. At the RN's request, they may use EL during Family Care and Medical leave.

2. Family Care and Medical Leave runs concurrently with Industrial Injury Leave and Medical Leave.
3. Family Care and Medical Leave is separate from PTO/ESL, as described in Article 20.

F. Medical Leave:

1. The RN will be required to use PTO for the first 4 calendar days, then ESL for compensation during the leave in conjunction with SDI. At the RN's request, they may use EL during a Medical Leave.
2. Medical Leave is separate from PTO/ESL, as described in Article 20.

G. Industrial Injury Leave:

1. The RN will be required to use ESL for compensation during the leave in conjunction with Workers' Compensation. At the RN's request, they may use EL and PTO during an Industrial Injury Leave.
2. Industrial Injury Leave is separate from PTO/ESL, as described in Article 20.

Section 3: Paid and Unpaid Leave

A. Paid Leave

1. A "Paid Leave" is when the RN continuously uses PTO/ESL or EL to provide compensation during a Leave. The RN must continuously use PTO/ESL or EL to their full work status each pay period (may be in conjunction with SDI, Paid Family Medical Leave or Worker's Compensation benefits).
2. When eligible for SDI, Paid Family Leave or Workers' Compensation benefits, PTO/ESL or EL is used in conjunction with the statutory benefit.
3. ESL must be used for leaves during Pregnancy Disability. PTO may be used for purposes of pay integration (with SDI, Paid Family Leave, or Workers' Compensation wages).
4. EL may be used during Medical, Pregnancy Disability, and Industrial Injury Leave as described in Article 17, continuous with PTO/ESL.
5. An RN may use up to one hundred percent (100%) of their annual ESL accrual (5 days for 1.0 FTE position) to care for an ill child, parent, spouse, registered domestic partner or child of a registered domestic partner under Paid Family Leave. ESL may be used after the fourth (4th) calendar day of caring for the ill family member, as verified in writing by a physician and in accordance with Human Resources Policies and Procedures.
6. The Hospital will continue group insurance coverage for the RN until the RN has gone unpaid and is no longer eligible for FMLA/CFRA as defined by Federal and State law.

7. If the RN chooses to take EL during an eligible leave, the Hospital will continue group insurance coverage for the RN until the RN is on an unpaid status.
8. An RN will continue to accrue PTO, ESL and EL as long as they are continuously taking PTO, ESL, and/or EL. (Exception PTO will not accrue on ESL hours).

**B. Unpaid Leave**

1. An “Unpaid Leave” occurs when:
  - a) A full-time/part-time RN’s PTO/ESL and/or EL, as applicable, has been exhausted, or in the case of PTO and EL, held in abeyance by the choice of the RN), including granted vacations for which the RN has insufficient PTO available at the time of the vacation (in accordance with Article 37, Section 5)
  - or**
  - b) A full-time/part-time RN chooses to take unpaid leave in lieu of paid leave, when applicable.
  - c) A per diem RN chooses to take a leave.
2. An RN will not accrue benefits or seniority during the unpaid leave; however, all benefits and seniority that the RN had prior to the leave will be held in abeyance. The RN’s seniority date and step adjustments will be advanced by the exact number of days that they are on unpaid leave, except unpaid leaves in Subsection 3 below.
3. Leave with Benefits and Seniority
  - a) When PTO has been depleted, an unpaid leave may be requested for a period not to exceed two (2) weeks after one (1) year of continuous employment within the bargaining unit, four (4) weeks after five (5) years of continuous employment within the bargaining unit and six (6) weeks after ten (10) years of continuous employment within the bargaining unit. This Leave will be without pay, without loss of benefits and without loss of seniority. The RN’s seniority date and step advancements will not change.
4. Industrial Injury Leaves
  - a) The leave will be without pay and without loss of seniority. The RN’s seniority date will not change.

**Section 4: Return to Position**

- A. During a paid leave, the Hospital will guarantee the RN their same position as long as the RN is continuously taking PTO/ESL and/or EL to a maximum of twelve (12) months;  
**or**
- B. The Hospital will guarantee the RN their same position or equivalent for up to forty-five (45) days while on an unpaid leave;



or

- C. If the RN is on leave under the Family Medical Leave Act, or California Medical Rights Act, the Hospital will guarantee the RN their same position until the disability ends or a maximum of twelve (12) weeks unless otherwise mandated by law.
- D. If the leave is in excess of time limits stated in Section A, B, and/or C above, the Hospital will use its best efforts to, and will not unreasonably deny, returning the RN to the same classification, position, cost center or shift as occupied at the beginning of the leave.

Section 5- Continuation of Group Coverage

- A. To continue group coverage during the period of “Unpaid Leave” not covered by FMLA/CFRA/CA PDL or by the PRN protection offered in Section 3 of this Article, the RN will be contacted by the COBRA Administrator and arrange to pay for their coverage.
- B. If coverage(s) terminates or the RN elects to discontinue coverage(s) while on “Unpaid Leave”, the coverage(s) will be reinstated on the first day of month on/after the RN’s return to their same or similar positions, as the case may be.
- C. The time period for continued coverage is subject to the terms outlined in the applicable benefits plan document.

Section 6- Termination from Leave

- A. Failure to return to work when a leave expires will be considered a voluntary resignation.

## ARTICLE 30

### Meal Breaks

### Rest Breaks

#### Section 1- Meal Breaks

- A. The RN who works more than five (5) hours receives a meal break of no less than thirty (30) minutes.
- B. When an RN is required to work during their meal break, or is unable to take an uninterrupted meal break, the RN will be paid for the meal break as time worked.
- C. If overtime is incurred because of a meal break worked, the RN is paid in accordance with Article 14.
- D. An RN working eight (8) hours will receive one (1) meal break. An RN working either ten (10) hours or twelve (12) hours will receive two (2) meal breaks. The alternative hour shift RN may waive the 2<sup>nd</sup> meal break by signing the meal break waiver. If waived, the RN must always take one (1) meal break unless rescinded in writing to the manager. If the RN elects to take two (2) meal breaks, the RN's shift will be extended by one-half (1/2) hour unpaid time.

#### Section 2- Rest Breaks

- A. The Hospital will provide a rest break of fifteen (15) minutes for every four (4) hours worked or major fraction thereof, without deduction of pay.
- B. If the rest break cannot practicably be given in the middle of the four (4) hour work period, the break may be given at a more practical time during the four (4) hour period except the rest break may not be added to a meal break.
- C. The rest break may not be used for the purpose of the RN leaving work early.
- D. An RN working either eight (8) hour or ten (10) hour shifts will receive two (2) rest breaks, an RN working twelve (12) hours will receive three (3) rest breaks.

#### Section 3- Additional Rights

The RN may have additional rights under Federal and/or State statues, regulations and/or case laws.

#### Section 4- Missed Meal and/or Rest Breaks

The Hospital shall not discourage an RN from reporting that a meal or rest break has been missed. Refer to **El Camino Hospital Policies and Procedures** regarding reporting of and compensation for missed meal and rest breaks.

## ARTICLE 31

### **Posting and Filling of Vacancies**

The Hospital retains the right to fill or not fill vacant positions, including positions vacated by LOAs (Article 29). A posted position is filled when an RN who has applied for the posted position accepts the offer for the position. Until a position is filled, it may be withdrawn or modified.

#### Section 1- Posting and Filling of Vacancies

- A. All vacant positions within the bargaining unit will be posted on the Hospital's website for seven (7) consecutive days and filled in the following order:
  1. Bargaining unit RNs within the cost center will have priority for selection from qualified candidates based on seniority.
  2. If no qualified RN in the cost center applies, any qualified RN in the Hospital will be considered. When RNs within the bargaining unit and outside the bargaining unit apply for a bargaining unit vacancy, the most qualified RN will be granted the position. If qualifications are approximately equal, the bargaining unit applicant will prevail, in accordance with the priority listed above. Qualifications as used in this section refer to required qualifications (based solely on observable, quantifiable and measurable performance skills).
  3. If no qualified RN in the Hospital applies, any qualified RN will be considered. The most qualified applicant will be selected.
  4. If no qualified applicants apply and a vacancy must be filled with an RN who will be trained to meet minimum qualifications, bargaining unit RNs will be given preference in filling such position, in accordance with priority list.
  5. If an RN is not selected for a vacancy, they will be informed of the decision and the basis for the decision, if requested.
- B. Postings will include:
  1. Required qualifications (based solely on observable, quantifiable and measurable performance skills).
  2. Date of vacancy posting.
  3. Deadline for application filing/end of posting.
- C. From the time a vacancy develops until the time it is filled, the Hospital may temporarily use bargaining unit RNs as necessary to cover the vacant position.
- D. Bargaining unit vacancies will be posted on the cost center of origin as well as on the Hospital's website. PRN will receive an updated listing of all vacancies on a weekly basis.

- E. Once a position has been posted, the qualifications and other posting parameters will be frozen until the position has been filled. If no qualified applicants apply, the position may be re-posted with different qualifications.
- F. If a position is posted and/or filled as a “temporary” position and position changes to a “permanent” position, the position will be re-posted as a new position.
- G. RNs must apply for position(s) by submitting a separate application for each job requisition number of their interest.

#### Section 2- Release from Previous Position

When an RN is accepted for a new position, the RN will be released from their previous position at a time which is mutually agreeable to both parties. If an agreement cannot be reached, the RN will be released within six (6) weeks of their acceptance of the new position.

#### Section 3- Hospital’s Commitment to Fill a Posted Position

Once an offer for a posted position is accepted by an RN that has applied for the posted position, the Hospital is committed to fill the posted position.

#### Section 4- Transfers

A transfer requires the RN to remain in the new position for one hundred and eighty (180) days before another transfer may occur. The one hundred and eighty (180) day periods will be waived if:

- A. The RN is requesting a transfer into a position in the same classification and cost center;
- or**
- B. There are no other qualified candidates within the Hospital and filling of the posted position would require hiring from outside the Hospital.

#### Section 5- Employee Referral Program

Referral payment may be given to bargaining unit RNs in accordance with the Hospital’s Employee Referral Program.

## ARTICLE 32

### **Probationary Period**

#### Section 1- New Hire and Rehire

- A. Each new and rehire RN is employed for an initial probationary period of one hundred and eighty (180) calendar days. Upon completion, all disciplinary action including termination must be for just cause only.
- B. An RN will have no seniority rights during their initial probationary period. Upon satisfactory completion, the RN's seniority date will be established as defined in Article 35.
- C. The probationary RN will have benefits started based on the individual benefit and according to Article 19. There will be no loss of benefit as a result of the RN's initial probationary period.
- D. The Hospital may extend the initial probationary period by an additional one hundred and eighty (180) days for failure to satisfactorily complete the probationary period. At the time of the extension, a performance improvement plan will be developed to identify deficiencies necessitating extension.

#### Section 2- Reinstatement, Transfers, and Change in Classification

An RN who is reinstated, transferred or who changes classification (except between CN I and CN II, CN II, CN III, and CN IV and Care Coordinator I and II) must complete a new one hundred and twenty (120) calendar day probationary period. This period will be without loss of benefits or seniority. All disciplinary action and/or dismissal will be for just cause only. If the RN fails to successfully complete the new probationary period, the RN is subject to one (1) of the following actions:

- A. The Hospital may extend the new probationary period up to an additional sixty (60) days for failure to satisfactorily complete the probationary period. At the time of the extension, a performance improvement plan will be developed to identify deficiencies necessitating extension.
- B. If the RN's previous position is still vacant and the RN's documented performance record for the previous position was satisfactory, the RN will be returned to their previous position. This condition is in no way intended to restrict the Hospital from taking action to fill the RN's previous position during the RN's new probationary period.
- C. If the RN's previous position is unavailable and the RN's documented performance record for the previous position was satisfactory, a reasonable attempt will be made by the Hospital to transfer the RN to a position comparable in wages, hours and conditions of employment to their previous position.

D. If the RN does not successfully complete the new probationary period, they will be subject to the provisions of Article 26.

E. Transfers

1. If staying within the cost center and classification, no new probationary period is required.
2. If changing cost centers or classifications, a new probationary period is required.

## ARTICLE 33

### **Reduction/Reorganization-in-Force (RIF)**

#### **Layoff**

#### **Recall**

#### **Section 1- Definitions**

- A. "Reduction/Reorganization-in-force (RIF)" is hereby defined as the abolition of a position(s) necessitated by reductions in workload, reorganization or changes in the number of RNs due to business developments, economic conditions, involuntary changes to existing positions or elimination of services which has caused a surplus of RN's necessary to complete existing work. The RIF is considered to be permanent with no opportunity for recall.
- B. "Layoff" is hereby defined as an employment status during which an RN is not working or receiving regular pay and benefits due to business developments and/or economic conditions which have caused a surplus of RNs necessary to complete existing work.
1. A layoff not exceeding three (3) months will have no effect on an RN's benefits date, seniority date or years of credited service (re: Retirement).
  2. A layoff will not exceed six (6) months. An RN who has been laid off for a period exceeding six (6) months will be considered terminated.
  3. Brief periods of unavailability of work, not to exceed thirty (30) consecutive days will not constitute a layoff but may allow for unemployment benefits.
  4. There is an expectation that the condition causing the surplus in temporary and that the RN will be recalled as soon as conditions permit. An RN on layoff status has the opportunity for recall according to the recall procedure (Section 8).
- C. "Cost Center" is hereby defined as a specific Hospital unit or department, as identified in the Hospital's "Chart of Accounts."
- D. "Merged Cost Centers" is hereby defined as cost centers that are combined by agreement between the Hospital and PRN for the purpose of the article.
- E. "Recall" is hereby defined as the return to work of an RN who has been laid off for a period not exceeding six (6) months.

- F. "Position" is hereby defined as a specific combination of the following: 1) classification, 2) work status, 3) shift, 4) hours, 5) length of shift, 6) cost center.

## Section 2- RIF/Layoff Review Board

- A. A RIF/Layoff Review Board will be established to address issues related to the RIF/Layoff implementation. Either the Hospital or PRN may convene the Review Board at any time either party believes conditions warrant.
- B. The Review Board will include Hospital and PRN representatives selected by the Hospital and selected by PRN respectively.
- C. The Hospital will provide to the Review Board: 1) updated seniority lists of all current bargaining unit RNs in affected cost center(s) by: a) cost center, b) name and c) seniority date; and 2) updated open bargaining unit positions by cost center, which include: a) classification, b) work status, c) shift hours and d) length of shift, in accordance with Article 6.
- D. The Review Board will meet and confer in good faith regarding retraining and/or cross training for RNs to vacant positions and/or cost centers which have an RN staffing deficit.
- E. At the time of a RIF/Layoff is initiated, PRN and the Hospital will meet and confer in good faith through the Review Board regarding the filling of positions as follows:
1. Identification of vacant bargaining unit positions to be "frozen" subject to placement of RIF/Layoff affected RNs and bargaining unit positions to be filled;
  2. The methodology for developing the displacement list including the possible merging of cost centers.
  3. RIF/Layoff affected bargaining unit RNs will have priority in:
    - a. Filling bargaining unit vacancies;
    - or**
    - b. Displacing less senior bargaining unit RNs within a cost center or merged cost centers.
  4. If vacancies remain after all bargaining unit RNs have been reassigned or terminated, all bargaining unit vacancies that may have been "frozen" will be open for posting and filling in accordance with Article 31.
  5. Selection criteria for filling vacancies will be required qualifications (based solely on observable, quantifiable and measurable performance skills). If an RN is not



selected for a vacancy, they will be informed of the decision and the basis for the decision. If an RN is not selected for reasons other than seniority, they may challenge the decision by utilizing the grievance procedure (Article 27).

### Section 3- Implementation of RIF/Layoff

- A. If a RIF or layoff is foreseen, PRN will be given sixty (60) days-notice.
- B. In the event of a RIF/Layoff, the Hospital may seek volunteers from the cost center or merged cost centers for RIF/Layoff. Volunteers will be accepted for RIF/Layoff on the basis of seniority. Those volunteers who are accepted will be eligible for severance pay in accordance with Section 7 of this Article.
- C. If the Hospital chooses not to seek volunteers, there are no volunteers, or there are insufficient volunteers for RIF/Layoff, the RIF/Layoff will be implemented in accordance with the following:
  - 1. A RIF or layoff is initiated when the Chief Human Resources Officer issues a RIF/Layoff letter to PRN bargaining unit RN that informs the RN of the following:
    - a. The RNs position is being abolished or the RN will be displaced by a more senior bargaining unit RN within the RNs cost center or merged cost centers.
    - b. The reason for the RIF/Layoff.
    - c. The effective date of the RIF/Layoff.
    - d. Benefits status and entitlements.
    - e. A description of the assistance the Hospital will provide.
  - 2. Whenever possible, this letter will be delivered by the immediate supervisor to the affected bargaining unit RN.
  - 3. PRN will be furnished with the names of all affected RNs and a copy of each RIF/Layoff letter.

### Section 4- RIF/Layoff and Displacement

- A. An RN will be RIF'd/laid off on the basis of inverse seniority (Article 35) within a cost center or merged cost centers.
- B. Displacement will be based on seniority within a cost center or merged cost centers. An RN may displace only RNs with less seniority. Full-time/part-time RNs may

displace per diem RNs with less seniority. Per diem RNs may displace another per diem RN with less seniority.

#### Section 5- Per Diem RNs

- A. Per diem RNs will be separated from the full-time/part-time RNs and will utilize the RIF/Layoff procedures as stated above.
- B. Per diem RNs may not displace a full-time/part-time RN, but may displace another per diem RN with less seniority.

#### Section 6- Reinstatement After RIF

- A. An RN who is RIF'd will have the option of submitting their name for future vacant positions.
- B. The RN may request reinstatement to future positions for which they are qualified. To do so, the RN must complete the reinstatement request through Human Resources. A request for reinstatement will be valid only for the first six (6) months following the date the RN was RIF'd.
- C. Vacancies will be filled in accordance with Article 31, except RNs who were RIF'd and whose names appear on the reinstatement list will be considered before applicants from outside the Hospital.
- D. During the six (6) month period following the date an RN was RIF'd, the RN will be responsible for notifying the Human Resources Department, in writing, of any change in their current address. Notification to the RN of a possible reinstatement opportunity and/or reinstatement offer will be sent by certified mail to the last address reported to the Human Resources Department. Failure of an RN to respond within seven (7) days (excluding weekends and holidays) after receipt of the above mentioned certified letter will result in the RN's name being removed from the reinstatement request list.
- E. An RN reinstated to a cost center or merged cost centers from which the RN was RIF'd pursuant to this provision will not be required to go through an additional probationary period and will retain their prior accrued seniority, in accordance with Article 24, Section 6. An RN who is reinstated to a cost center or merged cost centers other than the cost center or merged cost centers from which the RN was RIF'd will be subject to the new probationary period in accordance with Article 32, Section 2.

#### Section 7- Severance

##### A. Involuntary RIF/Layoff Severance

Severance pay at current base hourly rate.

<u>Years of Service</u>	<u>Weeks of Severance Pay</u>
5 years or less	Two (2) weeks
6 to less than 11 years	Three (3) weeks
11 to less than 16 years	Four (4) weeks
16 to less than 20 years	Five (5) weeks
20 to less than 26 years	Six (6) weeks
26 years or more	Seven (7) weeks

B. Voluntary RIF Severance

The RN will receive two (2) weeks' pay in lieu of notice.

Section 8- Recall for Layoff Procedure

- A. An RN will be recalled from layoff in order of seniority within the laid off group. The RN will be notified of recall by certified letter to the RN's last address on file with the Human Resources Department. If the RN refuses to accept a position, they will be considered terminated.
- B. At the same time, PRN will be notified of the RN's recall, the address to which the recall letter was sent and the RN's response.
- C. The RN's seniority will be terminated if the RN fails to respond to a recall notice within seven (7) days (excluding weekends and holidays) after receipt of the above mentioned certified letter.
- D. An RN recalled within six (6) months of their layoff date will be returned to the same step. The PTO accrual rate will be restored at that time.
- E. Seniority date and step adjustment will be adjusted by the length of absence from employment at the Hospital when the layoff exceeds three (3) months but not six (6) months.

## ARTICLE 34

### Reporting for Work

#### Hospital Convenience Time Off (HC)

#### Scheduling

##### Section 1- Reporting for Work

###### A. Notification to the RN

1. In the event that an RN is scheduled to work and there is no work in the RNs particular area, they may be floated to another cost center within the Hospital. If floating into another area is not possible, reasonable notice of insufficient work will be given and an HC will be granted.
2. “Reasonable” notice is hereby defined as one and one-half (1 ½) hours prior to the RN’s scheduled shift. An RN may designate in advance their preferred notification method (e.g.: text message or call to their mobile telephone).
3. Notification of HC

###### a. RN Notified Prior to Reporting for Work

If the RN is notified after the reasonable notice cutoff time and the RN has not yet come into work, the RN will receive two (2) hours pay and will not be required to report for work.

###### b. The Hospital Attempts to Notify RN

If the Hospital has attempted to notify the RN of HC within the reasonable notice period using the selected notification method and the RN reports to work, the RN will not receive the four (4) hour penalty pay.

###### c. RN is not Notified and Reports to Work

If the RN does not receive notice and reports to work, they will be paid as follows:

1. Each workday an RN is required to report for work and does report, but is not put to work or is furnished less than one-half (½) said RN’s usual or scheduled day’s work, the RN shall be paid for one-half (½) the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the RN’s regular rate of pay.

2. If the RN is required to report for work for a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said RN shall be paid for two (2) hours at the RN's regular rate of pay.
3. The foregoing reporting time pay provisions are not applicable when:
  - a. Operations cannot commence or continue due to threats to employees or property; or when recommended by civil authorities;
  - b. Public utilities fail to supply electricity, water, or gas or there is a failure in the public utilities, or sewer system;

**or**

  - c. The interruption of work is caused by an Act of God or other cause not within the Hospital's control.

B. Notification to the Hospital

In the event that an RN is unable to report for work as scheduled due to an emergency or illness, the RN will give reasonable notice to the Hospital. If reasonable notice is not given, the absence will be documented as unexcused.

“Reasonable” notice is defined as:

1. Three (3) hours prior to the beginning of the RNs shift.
2. RNs are requested to enroll in the push notification system with a valid phone number.

C. Preparatory and Concluding Activities

“Preparatory and Concluding Activities” are time worked and should be accomplished within the designated shift (see Glossary).

Section 2- Hospital Convenience Time Off (HC)

A. Definition

“Hospital Convenience Time Off (HC)” is hereby defined as a day and/or part of a day off without pay and without loss of benefits and/or seniority. HC is not pre-scheduled time off except in specific instances approved by the management representative.

- B. Prior to the start of the shift, an HC will be issued in an increment of four (4) or more hours unless the RN requests and management agrees to provide, an HC of shorter duration. However, the practice permitting shorter-duration cancellations based on the next day's outpatient appointments will continue in the Infusion Center, Cancer Center, Radiation Oncology, Peri-Operative and Interventional Services, and Wound Care Center.

- C. Once an HC is accepted by the RN, the RN will not be required to be available for work. (Exception Article 13 On Call/Call In).
- D. The RN will not be required to use PTO to cover HCs.
- E. An RN given an HC has the option to complete HealthStream education/mandatory education charged to EDU for time spent or submit EL per Article 17.
- F. When staffing requirements in the Hospital show that one (1) or more RNs within a service or cost center are not required to report for work, the person responsible for staffing may grant HC to the RN(s) scheduled to work.
- G. An RN receiving an HC is limited to two (2) calls per shift.
- H. HC will be given, in the following order:
  - 1. Daily registry RNs
  - 2. Full-time/part-time RN volunteers, by inverse HC percentages
  - 3. Per diem RN volunteers, by inverse HC hours
  - 4. Traveler RNs
  - 5. Per diem RNs, by inverse HC hours
  - 6. Full-time/part-time RNs working over status at the request of the Hospitals, by inverse HC percentages.
  - 7. Temporary status RNs
  - 8. Full-time/part-time RNs working within status, by inverse percentages.
  - 9. Full-time/part-time RNs working under status by inverse percentages.
- I. The final decision will be based on patient safety and cost center requirements.
- J. For the purpose of determining which RN receives an HC, seniority is the tiebreaker within a category when all else is equal. For example:
  - 1. Voluntary HC- Two (2) full-time/part-time RN volunteers with the same HC percentage- the most senior RN is granted the HC.
  - 2. Mandatory HC- Two (2) full-time/part-time RNs, each within work status, with the same HC percentage- the least senior RN must take the HC.
- K. If an RN(s) must be cancelled or sent home as a result of staffing need changes once a

shift has started, the RN(s) will be given HC in the same priority order as in subsection I above. The final decision will be based on patient safety and cost center requirements.

- L. Refer to the PCSS for unit specific guidelines about HC. Notwithstanding any PCSS guidelines, RNs who are within their probationary period will be eligible for HC as soon as they have their competencies signed off.

### Section 3- Scheduling

#### A. Work Schedules

Work schedules will be developed based on the following goals:

1. Full-time/part-time RNs will be scheduled to their full work status.
2. Per diem RNs scheduled:
  - a. To the extent the RN's skills and submitted availability matches staffing needs  
**and**
  - b. To each RN's minimum work obligations so long as overtime and rest between shifts premiums are not incurred.
  - c. Conflicts in scheduling will be resolved first by scheduling the per diem RN with the least work shifts, followed by the per diem RN with the second least work shifts, etc., then by seniority.
3. Part-time RNs volunteering to work extra scheduled:
  - a. To the extent the RN's skills and availability matches staffing needs,  
**and**
  - b. To each RN's total hours as volunteered so long as overtime and rest between shifts premiums are not incurred.
  - c. Conflicts in scheduling will be resolved by seniority.
4. Per diem RNs volunteering to work extra scheduled:
  - a. To the extent the RN's skills and availability matches staffing needs,  
**and**
  - b. To each RN's total hours submitted so long as overtime and rest between shifts premiums are not incurred.
  - c. Conflicts in scheduling will be resolved by seniority.

B. Availability after the 4-Week Schedule is Posted

1. The RN's name will remain on the availability list in the Staffing Office for a specific date/shift unless the RN notifies the Staffing Office to cancel their availability. The RN may notify the Staffing Office via telephone or fax during normal Staffing Office hours (5:00 a.m. to 11:30 p.m.).

For units that make their own staffing arrangements, the lists will be kept on the units and the RNs will notify their units.

2. Part-time RNs willing to work extra and per diem RNs may submit additional availability to the Staffing Office to fill additional and unanticipated staffing needs. These RNs may submit notification of additional availability at any time during the 4-week scheduling period.

For units that make their own staffing arrangements, the list will be kept on the units and the RNs will notify their units.

3. RNs who continue to be available will have their names placed on an availability list in the Staffing Office.

For units that make their own staffing arrangement, the list will be kept on the units.

4. Remaining on the availability list does not obligate the RN to work or obligate the RN to be called. The list is for convenience only regarding filling unanticipated staffing needs.

C. Unanticipated Staffing Needs

Unanticipated staffing needs will be filled by RNs called in any order that results in acceptance of the assignment.

D. Meeting Attendance

In person attendance and participation in meetings is preferred but when feasible, the Hospital will offer RNs the ability to participate remotely (via telephone or videoconference) in meetings that occur outside their scheduled work hours. Meetings include Staff Meetings, Unit or Central Partnership Councils and other Hospital committees.



## ARTICLE 35

### Seniority

#### Section 1- Seniority

For issues relating to working conditions:

- A. The RN's seniority will be defined as the cumulative time of employment within the bargaining unit.
- B. A specific date will be used to reflect seniority and will be designated as the "Seniority Date."
- C. Full-time/part-time RNs and per diem RNs will have separate seniority lists.

#### Section 2- Calculation of "Seniority Date"

- A. The RN's seniority date will be their initial date of entry into a position within the bargaining unit, minus any LOAs (excluding those under Section 3 below) and/or time employed in a position excluded from the bargaining unit.
- B. Employment within the bargaining unit as a full-time or part-time RN will be considered equal in determination of an RN's seniority.

#### Section 3

Time spent in any of the following will be included in calculating the RN's seniority date:

- A. Absence due to a disability resulting from an industrial injury.
- B. Compensated time off (PTO, ESL, EL).
- C. LOAs where no change in seniority date occurs (Article 29).
- D. HC time off (Article 34).
- E. Time off for PRN officer and representatives (Article 9).
- F. Time spent on jury duty, jury call or legal appearance time (Article 28).

## ARTICLE 36

### **Shift Reassignment**

#### Section 1- Definitions

- A. "Shift Reassignment" is hereby defined as the rotation of an RN's shift assignment between day, evening and/or night shifts. A shift reassignment is not a change in: 1) days off, 2) weekend rotation and/or 3) beginning/ending shift hours.
- B. "Day Shift" is hereby defined as any shift beginning between 5:00 a.m. and 10:29 a.m.
- C. "Evening Shift" is hereby defined as any shift beginning between 10:30 a.m. and 6:29 p.m.
- D. "Night Shift" is hereby defined as any shift beginning between 6:30 p.m. and 4:59 a.m.

#### Section 2- Temporary Mandatory Shift Reassignment

In case of temporary mandatory reassignments, the following conditions will apply:

- A. If a temporary RN staff deficit exists on a shift, the Hospital will seek volunteers for those shifts from full-time/part-time and per diem RNs in the cost center and from other cost centers who have the necessary skills.
- B. If insufficient volunteers exist, then any reassignment will be by inverse seniority (Article 35), with consideration made for patient safety and cost center requirements.
- C. No RN will be reassigned to another shift if the RN must then be replaced on their regular shift.
- D. An equitable reassignment rotation plan will be developed, based on inverse seniority, and reassignment will be equitably rotated among all staff.
- E. All alternative staffing options will be considered before mandatory shift reassignment will be imposed.
- F. The RN will receive the applicable shift differential in accordance with Article 11, Section 1.

#### Section 3

There will be no permanent involuntary shift reassignments of RNs.

## ARTICLE 37

### Weekends

### Vacations

#### Section 1- Weekend Definitions

- A. “Weekend” is hereby defined as a consecutive Saturday and Sunday. For the night shift only, the weekend will begin at the start of the RNs shift on Friday and terminate at the end of the RNs time worked on Sunday.
- B. “Weekend off” is hereby defined as a consecutive Saturday and Sunday in which the RN is relieved of all employment obligations. For the night shift the weekend off will be a consecutive Friday and Saturday.
- C. “Weekend work shifts” in regard to per diem weekend work obligations, is hereby defined as any Saturday or Sunday worked during the 4-week schedule to fulfill their weekend work requirements (Article 38, Section 4). For night shift only, shifts that begin on Friday or Saturday will fulfill the weekend work shift requirement.

#### Section 2- Maximum Weekends Worked Required

- A. No full-time/part-time RN will be required to work more than twenty-six (26) out of fifty-two (52) weekends.
- B. No RN will be required to work more than two (2) consecutive weekends, nor more than three (3) weekends out of any five (5).
- C. Availability of extra weekends off will be offered to full-time/part-time RNs at step 9, 10 and 11 first. Refer to PCSS for implementation process.

#### Section 3- Waiver of Weekend Limitations

An RN who wishes to work more weekends than are provided for in Section 2 will notify their management representative in writing to this effect and will sign a waiver to Section 2. The management representative will consider this request in relation to staffing requirements as scheduling permits.

#### Section 4- Weekend Coverage

The individual RN will not be responsible for finding weekend coverage for their approved time off that encompasses two (2) or more weekends. An RN requesting schedule changes will provide for their own like coverage subject to approval of the management representative.

## Section 5- Vacations

### A. Scheduling of Vacations

1. Each RN will be guaranteed at least two (2) weeks of vacation per calendar year. RNs at step 10 and 11 will be guaranteed at least three (3) weeks of vacation per calendar year.
2. At the request of the RN, the Hospital will use its best efforts to schedule two (2) contiguous weeks. For this guarantee to apply, the RN must comply with the vacation scheduling requirements of their cost center.
3. A week of vacation is defined as seven (7) consecutive days.
4. For units with:
  - A. One (1) through ninety (90) RNs, a minimum of one (1) RN per shift, per day will be granted vacation.
  - B. Ninety-one (91) and greater RNs, a minimum of two (2) RNs per shift, per day will be granted vacation.
5. The RN must have or anticipate having enough PTO to cover requested vacation time off. If insufficient PTO is available at the time of a previously granted vacation, the RN's time off will automatically revert to an unpaid LOA with loss of seniority and loss of benefits for the unpaid days (Article 29, Section 3, B. 1. a).

### B. Notification

1. The RN will be notified of the approval or denial of their vacation request at least three (3) months before the first day of the vacation request if submitted during the vacation request period outlined in the PCSS.
2. If the vacation request is submitted outside the vacation specific requesting period, notice will be given at least one (1) month before the first day of the request, provided that the request was made at least five (5) weeks before the first day of the request.

### C. Cancellation of Vacations

1. Once a vacation has been approved, it will not be revoked unless a serious emergency situation exists.
2. A "serious emergency situation" is hereby defined as a drastic, unforeseen situation, such as a disaster or epidemic, which significantly increases patient load or decreases staff availability.
3. If the RN elects to cancel an approved vacation, it can only be canceled if the entire vacation is canceled.
4. RNs that elect to cancel their vacation in its entirety will be scheduled to their status and regular shift start time. Managers/schedulers may place the

RN back on the schedule wherever staffing needs are identified.

D. Work During a Granted Vacation

1. An RN may volunteer to work during a granted vacation.
2. The RN may submit availability to the Staffing Office to fill unanticipated staffing needs. These RNs may submit notification of availability at any time during the granted vacation.

For units that make their own staffing arrangements, the RNs will notify their units of availability.

## ARTICLE 38

### Work Status

#### Temporary Change in Work Status

##### Voluntary Change to Existing Full-Time/Part-Time Positions

###### Section 1

- A. Positions may be temporary or regular.
  - 1. “Temporary position” is hereby defined as a position which is expected to end in a relatively short period of time, normally not to exceed six (6) months. The temporary position may be extended three (3) additional months; then the temporary position will be changed to a regular position or be eliminated.
  - 2. A temporary position may be created to cover an extended LOA, notwithstanding the above time limits.
- B. Temporary positions will be posted and filled in accordance with Article 31. If a temporary position is changed to a regular position, the regular position will then be posted and filled in accordance with Article 31.
- C. A part-time RN may be employed in two (2) part-time bargaining positions, so long as the RN’s total work status (from both positions) does not exceed full-time status and/or scheduling does not result in conflicts. Benefits status will be based on the combined work status for both positions. All scheduling requirements must be met for both positions (e.g.: weekends, holidays, work days to designated work status). Working up to the combined work status of both positions will not constitute “over status” for either position. All conditions of the MOU apply to both positions.
- D. A part-time RN may not be employed in two (2) positions in the same cost center unless both positions are at the same wage range.

###### Section 2- Full-Time RN

For the purpose of work status, a full-time RN is defined as an RN who is employed on a regular schedule for eighty (80) hours in a bi-weekly pay period.

###### Section 3- Part-Time RN

- A. For the purpose of work status, a part-time RN is defined as an RN who is employed on a regular schedule for less than eighty (80) hours in a bi-weekly pay period.
- B. Part-time work status will be determined by the number of hours scheduled to work in a bi-weekly period, as follows:

<u>Hours Scheduled</u>	<u>Part-Time Status</u>
1-23	0.2
24-31	0.3
32-39	0.4
40-47	0.5
48-55	0.6
56-63	0.7
64-71	0.8
72-79	0.9

Section 4- Per Diem RN

- A. A per diem RN may be called to work on an as needed basis or may be prescheduled.
- B. Each per diem position will be posted and filled based on shift (days, evenings, nights). Each per diem RN will be hired to a specific shift. If the per diem RN wishes to change shifts, the RN must wait until a per diem vacancy for the desired shift is posted. Although a per diem RN is hired to a specific shift, the RN may volunteer to work any shift.
- C. There are two (2) levels of per diem RNs – PD-I and PD-II. All per diem RNs are required to provide the Hospital with a written commitment of availability, pursuant to Paragraph 4 below.
  - 1. Per Diem Level I (PD-I)
    - a. RNs working 8-hour shifts are required to work thirty-two (32) hours (including two [2] weekend work shifts) during every 4-week schedule, except for approved waivers.
    - b. RNs working 12-hour shifts are required to work thirty-six (36) hours (including two [2] weekend work shifts) during every 4-week schedule, except for approved waivers.
    - c. If a unit (or shift within a unit) does not schedule full-time/part-time RNs to work weekends, the weekend requirement is waived.
  - 2. Per Diem Level II (PD-II)
    - a. RNs working 8-hour shifts are required to work sixty-four (64) hours (including four [4] weekend work shifts) during every 4-week schedule, except for approved waivers.
    - b. RNs working 12-hour shifts are required to work seventy-two (72) hours (including four [4] weekend work shifts) during every 4-week schedule, except for approved waivers.
    - c. If a unit (or shift within a unit) does not schedule full-time/part-time RNs to work weekends, the weekend requirement is waived.

3. Changing from a Per Diem Level I to a Per Diem Level II

A PD-I who works the hours of a PD-II consistently over a period of one (1) year will be offered a PD-II position, subject to the above requirements of the position.

4. Availability Requirements

- a. Per Diem I RNs hired prior to November 9, 2016, who work eight (8) hour shifts, are required to provide four (4) shifts of availability every 4-week schedule.
- b. Per Diem II RNs hired prior to November 9, 2016, who work eight (8) hour shifts, are required to provide eight (8) shifts of availability every 4-week schedule.
- c. Per Diem I RNs hired prior to November 9, 2016, who work twelve (12) hour shifts, are required to provide three (3) shifts of availability every 4-week schedule.
- d. Per Diem II RNs hired prior to November 9, 2016, who work twelve (12) hour shifts, are required to provide six (6) shifts of availability every 4-week schedule.
- e. Per Diem I RNs hired or transferred into a per diem I position after November 9, 2016, who work eight (8) hour shifts, are required to provide five (5) shifts of availability every 4-week schedule.
- f. Per Diem II RNs hired or transferred into a per diem II position after November 9, 2016, who work eight (8) hour shifts, are required to provide nine (9) shifts of availability every 4-week schedule.
- g. Per Diem I RNs hired or transferred into a per diem I position after November 9, 2016, who work twelve (12) hour shifts, are required to provide four (4) shifts of availability every 4-week schedule.
- h. Per Diem II RNs hired or transferred into a per diem II position after November 9, 2016, who work twelve (12) hour shifts, are required to provide seven (7) shifts of availability every 4-week schedule.

5. Holiday Requirement

Each per diem RN will be required to work one (1) holiday each Per Diem Year. The holiday worked must be one (1) of the following:

- a. Thanksgiving
- b. Christmas Eve
- c. Christmas Day
- d. New Year's (Eve or Day depending on shift).

6. Floating Requirements

Each per diem RN must be competent to work on any unit to which the RN's home unit floats.

D. Applicable Work Hours

1. All hours worked (regardless of shift, unit or code [except On Call/Call In]) plus HC hours (regular days and holidays) will apply towards meeting the



minimum work requirements.

2. Per diem RNs will be included in the voluntary assignment of On Call/Call In.
3. If On Call/Call In is mandatory for full-time/part-time RNs in a unit (or shift within a unit), per diem RNs on the same unit (or same shift within a unit) are required to participated in On Call/Call In.
4. If the per diem RN calls in sick, the RN will not receive credit towards fulfilling the work requirements.

E. Waivers

1. Each per diem RN will be entitled to floating waivers as outlined below:
  - a. Per Diem Level I RNs are entitled to one (1) waiver per Per Diem Year in which the work requirement for one (1) 4-week scheduling period is waived.
  - b. Per diem Level II RNs are entitled to two (2) waivers per Per Diem Year in which the work requirement for two (2) 4-week scheduling periods are waived.
2. Requests for such a waiver must be made at least eight (8) weeks in advance of the applicable pay period(s) and unavailability will be determined by mutual agreement between the RN and the management representative. During prime times (as determined by the RN's home unit and included in the Patient Care Staffing Standards), the per diem RN is limited to a waiver equal to the limitations of time off for full-time/part-time RNs.

F. Submissions of Availability

1. Availability will be submitted by utilizing the timeline found on the Nursing Department Scheduling Employee Timeline form. Per diem RNs must submit their availability at the same time as regular full time and part time RNs.

Each per diem RN must submit her/his availability no later than four (4) weeks prior to the start of each 4-week schedule. Availability must include the number of hours that equal or exceed the minimum work requirement for the RN's per diem level, including required weekend work shifts (Section 4, C 1-2). If applicable, availability should include any holiday work shifts for which the RN is available to work.

2. It is recommended the RN use the *Notification of Availability* form or submit in the ESS for each 4-week schedule. The form may be obtained from the Staffing Office or may be downloaded from the PRN website at [www.PRNatECH.org](http://www.PRNatECH.org).

G. Compliance Review Process

1. Submission Requirements
  - a. The RN's submission will be reviewed after each submission deadline, to identify individuals who have not complied with the submission requirements.
  - b. If the RN fails to submit the required availability before the submission

deadline, or if availability does not include the requisite number of hours/work shifts, the RN is subject to progressive discipline. Failure to meet the submission obligations is just cause for discipline, up to and including termination.

2. Hours and Weekend Work Shifts Requirements

- a. The RN's hours and weekend work shifts worked will be reviewed each 4-week schedule to confirm compliance with the work requirements.
- b. If the RN's availability does not meet the Hospital's needs such that the RN fails to work the required hours and/or weekend work shifts in a 4-week schedule, the RN is subject to progressive discipline. Failure to meet the hours or weekend work shift requirements is just cause for disciplinary action up to and including termination.

3. Holiday Requirements

- a. The RN's holiday worked will be reviewed annually at the end of the Per Diem Year to confirm compliance with the holiday work requirement.
- b. If the RN fails to work the required holiday, the RN is subject to progressive discipline. Failure to meet the holiday work requirement is just cause for disciplinary action up to and including termination.

Section 5- Nursing Unit Coordinator (NUC)

The NUC will work under the following working conditions:

- A. Will work no less than thirty-two (32) hours each week.
- B. Will receive a Charge Nurse Differential for any hours worked in charge.
- C. Will not be required to work weekends or holidays but will not be prohibited from working if a staffing need arises.

Section 6- Temporary Changes in Work Status

- A. A temporary change in work status occurs when an RN increases or decreases their work status for a specified period of time, which is greater than one (1) month but not more than six (6) months.
- B. A temporary change in work status may be requested by the management representative to meet staffing needs.
- C. The opportunity to fill the temporary change in work status will be open to all full-time/part-time bargaining unit RNs on the designated shift and cost center. The RN's work status may not exceed full-time work status. Participation will be on a voluntary basis.
- D. A notice of the availability to change work status will be posted within the cost center for five (5) days (excluding Saturdays, Sundays and holidays).
- E. If there are more volunteers than needed, the RNs will be chosen by seniority.

- F. During the temporary change in work status, the RN will receive all benefits based on the temporary work status.
- G. HC's and other staffing-related decisions will be made according to the RN's temporary work status. The RN will not be viewed as an "over status" RN.
- H. The RN will be expected to work the temporary work status for the duration of the specified time.

Section 7- Voluntary Change to Existing Full-Time/Part-Time Positions

A. Changes Initiated by the Management Representative

Voluntary change to an existing full-time/part-time position will not constitute a RIF/Layoff (Article 33). All cost centers will use the same criteria for such changes. When the management representative decides changes to existing positions are possible in a given cost center, the following will apply:

1. If the management representative determines a change to existing positions is required on a specified shift within a cost center, the management representative will post a notice of desired changes for five (5) days (excluding Saturday, Sunday and holidays).
2. The notice will include the type(s) of changes possible, including 1) increase and/or decrease in work status, 2) hours of shift and/or 3) length of shift.
3. Any RN on the designated shift within the cost center may volunteer for the notice change to their existing position. Selection will be made by seniority from the volunteers.
4. If there are no volunteers and the management representative determines other changes may be appropriate, they will post a notice to the RNs on the given shift and cost center. The notice will be posted for five (5) days (excluding Saturday, Sunday, and holidays). An RN on the designated shift within the cost center may volunteer to be included for possible changes to their existing position.
5. The management representative and the RN volunteers will attempt to reach agreement on changes to the RN's existing positions. If no agreement can be reached, the notice will end.

B. Changes Initiated by RN's

Any RN may submit to the management representative a request for voluntary change to the RN's existing position, for consideration when voluntary changes are possible. The management representative will consider and respond within thirty (30) calendar days.

1. When the management representative determine changes may be appropriate, they will post a notice to the RNs on the given shift and cost center. The notice

will be posted for five (5) days (excluding Saturday, Sunday, and holidays). Any RN on the designated shift within the cost center may volunteer to be included for possible changes to their existing position.

2. The management representative and the RN volunteers will attempt to reach agreement on changes to the RN's existing positions. If no agreement can be reached, the notice will end.

## ARTICLE 39

### Absenteeism and Tardiness

#### Section 1- Absenteeism

The following described method of evaluating absenteeism will be utilized in lieu of what is contained in the El Camino Hospital Absenteeism and Tardiness Policy and Procedure, paragraph A, subdivision 3-5:

- A. The total number of occurrences of absenteeism will be evaluated based upon a 90-day rolling period.
- B. A first written warning will be issued without need for further investigation upon the fourth (4<sup>th</sup>) occurrence of absenteeism within a rolling 90-day period and said occurrence of absenteeism will also start a new rolling 90-day period and will count as the first (1<sup>st</sup>) occurrence of absenteeism within that new rolling 90-day period.
- C. The progressive disciplinary process will apply upon an additional 4<sup>th</sup> occurrence of absenteeism within a subsequent rolling 90-day period and said occurrence of absenteeism will start a new rolling 90-day period in the same manner as described above. Provided, however, if the RN has received no absenteeism discipline for a period of twelve (12) consecutive months, absenteeism discipline issued before that 12-month period will not be relied upon by the Hospital in the progressive disciplinary process.

#### Section 2- Tardiness




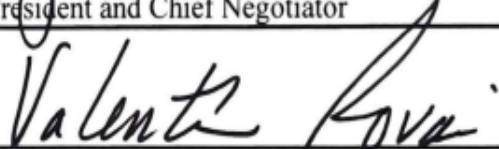





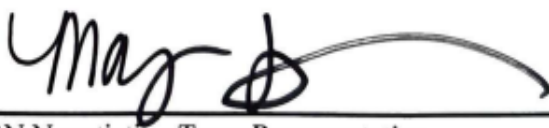

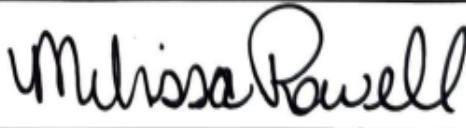
The following described method of evaluating tardiness will be utilized in lieu of the **El Camino Hospital Absenteeism and Tardiness Policy**, paragraph C, subsection 1(c)-1(e);

- A. The total number of occurrences of tardiness will be evaluated based upon a 90-day rolling period.
- B. A first written warning will be issued without need for further investigation upon the fourth (4<sup>th</sup>) occurrence of tardiness within a rolling 90-day period and said occurrence of tardiness will also start a new rolling 90-day period and will count as the first (1<sup>st</sup>) occurrence of tardiness within that new rolling 90-day period.
- C. The progressive disciplinary process will apply upon an additional 4<sup>th</sup> occurrence of tardiness within a subsequent rolling 90-day period and said occurrence of tardiness will start a new rolling 90-day period in the same manner as described above. Provided, however, if the RN has received no tardiness discipline for a period of twelve (12) consecutive months, tardiness discipline issued before that 12-month period will not be relied upon by the Hospital in the progressive disciplinary process.

## ARTICLE 40

### Term and Termination

This MOU is effective as of July 1, 2023, at 1200 am (0000 hours). This MOU will terminate on June 30<sup>th</sup>, 2026, at 1159 p.m. (2359 hours). There will be no opening of said MOU during this period except by mutual agreement of the parties. It will be the responsibility of either party to notify the other in writing ninety (90) days prior to the expiration of this MOU of their intent to negotiate a new MOU.

<u>El Camino Hospital</u>	<u>Professional Resource for Nurses</u>
 Chief Human Resources Officer	 President and Chief Negotiator
 Chief Nursing Officer	 PRN Negotiating Team Representative
 Chief Negotiator	 PRN Negotiating Team Representative
 ECH Negotiating Team Representative	 PRN Negotiating Team Representative
 ECH Negotiating Team Representative	 PRN Negotiating Team Representative
 ECH Negotiating Team Representative	 PRN Negotiating Team Representative

# PART 5

# APPENDICES

## APPENDIX A

### SIDE LETTER OF AGREEMENT #1 BETWEEN EL CAMINO HOSPITAL AND PROFESSIONAL RESOURCE FOR NURSES

#### Workplace Violence Prevention

##### Section 1: Commitment

- A. Professional Resource for Nurses and El Camino Hospital agree that the workplace should be free from violent and/or aggressive behaviors. El Camino Hospital is committed to providing a safe and healthy work environment for its employees, including Registered Nurses, and further agrees to comply with all applicable local, state, and federal health and safety laws and regulations.

##### Section 2: Workplace Violence Prevention Plan

- A. As part of the Workplace Violence Prevention Plan, El Camino Health has established, implemented, and maintains a plan that is always in effect. The plan is in writing and is available for employees to review in the ECH policy **Workplace Violence Prevention Plan**.
- B. Refer to the **Workplace Violence Committee Charter and Prevention of Workplace Violence, and Management of the Disruptive/Aggressive/Violent Patient** policies for additional information.

##### Section 3: Education and Training

- A. The Workplace Violence Committee will convene to conduct a needs assessment for supplemental high-risk training, which would be optional and voluntary for staff members who are not required to attend based on their job description. Based on the needs assessment, the Workplace Violence Committee will partner with identified resources to develop and implement such training.

##### Section 4: Debriefing and Security Measures

- A. Following an incident of workplace violence, El Camino Health will conduct a post-incident debrief with employees involved in the incident, which shall include as applicable:
  - 1. Reviewing patient specific risk factors and any risk reduction measures specified for that patient.
  - 2. Reviewing whether appropriate corrective measures were effectively implemented.
  - 3. Providing the employee information regarding the Employee Assistance Program (EAP).
- B. One hundred and eighty (180) days after ratification of the MOU, El Camino Hospital, at the Nurses request, will create ID badges that do not include the Nurses' last name unless required for accreditation or by law. Requests will be fulfilled and prioritized based on supply and Security staff resources given other demands for ID badges, including from new employees.



## **APPENDIX B**

### **SIDE LETTER OF AGREEMENT #2 BETWEEN EL CAMINO HOSPITAL AND PROFESSIONAL RESOURCE FOR NURSES**

#### **Rest Between Shifts Differential for 12-Hour Shift RNs in e-Time Scenarios**

It is agreed:

After the schedule has been published additional unscheduled extra shifts or additional hours are subject to the following (for 12-Hour Shift RNs):

#### **Return in Less than Eleven and One-Half (11 ½) Hours**

1. Rest Between Shifts (RBS) is paid when unscheduled shifts or extra hours beyond a scheduled shift occur, that result in a return in less than eleven and one half (11 ½) hours. The premium pay is associated with a change in the working conditions (time off) that were planned or relied on when the schedule was posted.
2. For RBS to apply the extra shift worked would occur the day before or the day after a scheduled shift.
3. Return in less than 11 ½ hours is not automatically captured in eTime. You must email your manager that you worked an extra unscheduled shift that resulted in return in less than 11 ½ hours and your time card needs to be adjusted to Code 63 to receive Premium Pay.

#### **Return in Less than Ten and One-Half (10 ½) Hours**

1. This applies to 12-hour RNs working additional hours on scheduled shifts (staying over/coming in early). If a 12-hour RN status additional hours on a scheduled shift at the request of the Hospital due to staffing needs and the RN returns to work in less than 10.5 hours, the RN will receive the premium pay.
2. Code 63 will automatically be applied in eTime in this scenario and no request to manager is necessary.

\*8-Hour Shift RNs the premium pay remains as a result of return in less than 12 hours.

**eTime Scenarios**

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Comments</b>
Example 1	<p><b>Scheduled</b> 0700-1930 12 hours</p> <p>Pays 12 hours Pay Code 60 Straight time</p>	<p><b>Scheduled</b> 0700-1930 12 hours</p> <p>Pays 12 hours Pay Code 60 Straight time</p>	<p><b>Scheduled</b> 0700-1930 12 hours</p> <p>Pays 12 hours Pay Code 60 Straight time</p>	Consecutive <b>scheduled</b> shifts, does not qualify for Premium Pay.
Example 2	<p><b>Scheduled</b> 0700-1930 12 hours Extends shift 1930-2330</p> <p>Pays 12 hours Pay Code 60 Straight time Pays 4 hours Code 61 1.5 times</p>	<p><b>Scheduled</b> 0700-1930 12 hours</p> <p>Pays 12 hours Pay Code 63 Return &lt;10.5</p>	<b>Day Off</b>	Consecutive <b>scheduled</b> shifts, does not qualify for Premium Pay because the scheduled shift is extended and the RN comes back in <10.5 hours. (auto captured by eTime)
Example 3	<b>Day Off</b>	<p><b>Unscheduled Extra Shift</b> 0700-1930 (clocks out 1938 or later to apply)</p> <p>Pays 12 hours Pay Code 60 Straight time</p>	<p><b>Scheduled</b> 0700-1930 12 hours</p> <p>Pays 12 hours Pay Code 63 Return &lt;11.5</p>	Since the <b>unscheduled extra shift</b> does not cause the RN to return in <11.5 hours, it is paid at straight time. The extra shift caused the RN to return to work in <11.5 hours so the RN receives Code 63 premium pay on the Wednesday scheduled shift. (Remember eTime does not auto capture this scenario, tell Manger to be compensated).
Example 4	<p><b>Scheduled</b> 0700-1930 12 hours (clocks out 1938 or later to apply)</p> <p>Pays 12 hours Pay Code 60 Straight time</p>	<p><b>Unscheduled Extra Shift</b> 0700-1930 12 hours</p> <p>Pays 12 hours Pay Code 63 Return &lt;11.5</p>	<p><b>Scheduled</b> 0700-1930 12 hours</p> <p>Pays 12 hours Pay Code 60 Straight time</p>	In order for the return in <11.5 to apply the RN would have to clock out the shift before at 1938 or later. This scenario the RN has 2 opportunities for code 63. Scenario 1) If the RN clocks out at 1938 or later on Monday, Tuesdays Extra shift will be Code 63. 2) If the RN clocks out at 1938 or later on the Extra Shift Tuesday, Wednesdays scheduled shift will be Code 63, 3) If the RN off on time at 1930 no Premium Pay will apply as there is no return in <11.5. Shown in ex 4 Scenario 1.

**APPENDIX C**

**SIDE LETTER OF AGREEMENT #3  
BETWEEN EL CAMINO HOSPITAL  
AND  
PROFESSIONAL RESOURCE FOR NURSES**

**Limited Reopener for Healthcare**

It is agreed:

Year 2 benefits to occur February/March 2024 for 2025 benefits. (no strike clause remains in effect for limited reopener).

**APPENDIX D**

**SIDE LETTER OF AGREEMENT #4  
BETWEEN EL CAMINO HOSPITAL  
AND  
PROFESSIONAL RESOURCE FOR NURSES**

**Relief RN Position**

It is agreed:

Upon voluntary departure of all current relief RNs, the relief RN position will be retired. Until such time, the below MOU provisions will apply.

- A. A relief RN may be called to work on an as needed basis or prescheduled.
- B. No new relief positions will be posted. Current relief RNs may not change shifts. Although a relief RN is hired to a specific shift, the RN may volunteer to work any shift.
- C. Each relief RN:
  - 1. Is required to work a minimum of twelve (12) work shifts per year (see Per Diem Year) with no weekend or holiday requirements.
  - 2. May not volunteer for HCs.
  - 3. May be assigned to any unit upon which they are competent to work.
- D. If the RN fails to work the required work shifts in any calendar year, the RN is subject to progressive discipline. Failure to meet the requirements is just cause for disciplinary action up to and including termination.
- E. Differential

A relief RN will receive a ten percent (10%) differential.
- F. Benefits

Relief RNs are eligible for Retirement (provided they meet the annual eligibility requirements) and TDAs. All RNs may be eligible for SDI, Paid Family Leave and Workers' Compensation benefits regardless of work status (Article 19 Section 1, C)
- G. LOA

A relief RN may take an Unpaid LOA (Article 29 Section 3, B)

#### H. Posting/filling of vacancies

Most senior full-time/part-time/per diem bargaining unit RNs have priority over relief RNs when looking at qualified candidates applying for a position. Refer to Article 31 for further specifications.

#### I. RIF

1. Displacement will be based on seniority within a cost center or merged cost centers. An RN may displace only RNs with less seniority. Full-time/part-time RNs may displace per diem RNs and relief RNs with less seniority; however, per diem RNs and relief RNs may not displace full-time/part-time RNs. Per diem RNs may displace another per diem RN with less seniority and relief RNs with less seniority; however, relief RNs may not displace per diem RNs. Relief RNs may displace another relief RN with less seniority.
2. Per diem RNs will be separated from the full-time/part-time RNs and relief RNs and will utilize the RIF/Layoff procedures as stated above.
3. Per diem RNs may not displace a full-time/part-time RN, but may displace another per diem RN or relief RN with less seniority.
4. Relief RNs will be separated from the full-time/part-time and per diem RNs and will utilize the RIF/Layoff procedures as stated above.
5. Relief RNs may not displace full-time/part-time or per diem RNs, but may displace another relief RN with less seniority.

#### J. HC

1. Relief RNs cannot volunteer for HC.
2. Relief RNs are canceled after volunteers and before Travelers.

#### K. Relief RNs scheduled:

1. To the extent of the RN's skills and availability matches staffing needs,

#### **And**

2. To each RN's minimum work obligation so long as overtime and rest between shifts premiums are not incurred.
3. Conflicts in scheduling will be resolved first by scheduling the relief RN with the least work shifts, followed by the relief RN with the second least work shifts, etc., then by seniority.

4. Relief RNs may submit additional availability to the Staffing Office to fill additional and unanticipated staffing needs. These RNs may submit notification of additional availability at any time during the 4-week scheduling period.

## **APPENDIX E**

### **SIDE LETTER OF AGREEMENT #5 BETWEEN EL CAMINO HOSPITAL AND PROFESSIONAL RESOURCE FOR NURSES**

#### **Self-Scheduling Process**

It is agreed:

The Hospital and PRN agree to explore the implementation of a self-scheduling procedure for El Camino Hospital. The shared goals for this project are: (1) comprehensive scheduling; (2) workforce optimization; (3) planning of the workforce; and (4) additional transparency with requests and planning.

A sub-committee “The Self-Scheduling Process Subgroup” further known as “subgroup” will be created no later than one hundred eighty (180) days after the MOU is ratified. El Camino Hospital and PRN will collaborate on developing the timelines for self-scheduling and the workflows around self-scheduling.

Subgroup updates will be provided to PRN each month in the PRN/Hospital Leadership Committee, until such time that it is determined by El Camino Hospital and PRN to implement a finalized self-scheduling procedure.

If El Camino Hospital implements a self-scheduling procedure for El Camino Hospital, pilot(s) programs will commence to test design and effectiveness of the self-scheduling procedure and request feedback from PRN members in order to retool and enhance. The project, if deemed appropriate, would be implemented no later than the life of the contract.

**APPENDIX F**

**SIDE LETTER OF AGREEMENT #6  
BETWEEN EL CAMINO HOSPITAL  
AND  
PROFESSIONAL RESOURCE FOR NURSES**

**Educational Bonus**

It is agreed:

An RN who obtains a BSN degree during the term of the MOU will be paid a \$500 bonus. An RN who obtains an MSN degree during the term of the MOU will be paid a \$1,000 bonus. (This is in addition to existing step increases for education as provided in Article 24).



## **APPENDIX G**

### **SIDE LETTER OF AGREEMENT #7 BETWEEN EL CAMINO HOSPITAL AND PROFESSIONAL RESOURCE FOR NURSES**

#### **HC Pilot**

It is agreed:

The Labor Management Committee will convene to develop/implement an HC pilot program that will address ways to decrease HC occurrences in units with frequent HCs (for example: by temporarily decreasing work status and reviewing utilization data) to be implemented no later than January 2025 and implement during the term of the current MOU unless the parties agree otherwise.

## **GLOSSARY**

<b>Assignment Despite Objection:</b>	A form used to notify ECH management that you have been given an assignment which you believe is potentially unsafe for your patients. This form will document the situation and the attempt to resolve the underlying conditions creating the unsafe situation. Giving management the opportunity to correct the unsafe conditions. Forms/instructions found at <a href="http://www.prnatech.org">www.prnatech.org</a>
<b>Bargaining Unit:</b>	Classifications covered by this MOU (Article 2).
<b>Central Partnership Council (CPC):</b>	CPC is a shared governance council that increases RNs involvement and provides a voice for the unit in quality, practice and patient care issues that touch on all areas of nursing practice at El Camino Hospital.
<b>Cost Center:</b>	A specific Hospital unit or department as identified in the Hospital's Chart of Accounts.
<b>Daily Registry:</b>	Daily Registry personnel are used to staff clinical positions and are available on a per diem basis from agencies that have been approved by Administration.
<b>Day Shift:</b>	Any shift beginning between 5:00 a.m. and 10:59 a.m.
<b>Disaster:</b>	Includes, but is not limited to, internal and/or external fires, earthquakes, toxic contamination or other conditions resulting in potential injury and/or death in the general population.
<b>Eligible RN:</b>	Regarding benefits: Full-time or part-time RNs who are regularly scheduled to work at least thirty-two (32) hours in each two (2) week pay period.
<b>eTime:</b>	Electronic Scheduling System
<b>Evening Shift:</b>	Any shift beginning between 10:30 a.m. and 6:29 p.m.
<b>Grievance:</b>	A written claim concerning: 1) a disagreement involving interpretation, application and/or compliance with specific provisions of this MOU, or 2) a disagreement involving whether discharge was for just cause. The following categories of grievances are not subject to arbitration under this agreement: 1) grievances which allege any violation of Article 3, 2) grievances which allege violations of law, or 3) grievances for which an

administrative procedure has been established by the National Labor Relations Board to address the allegations in the grievances.

<b>Ineligible RN:</b>	Regarding benefits: Part-time RNs who are regularly scheduled to work less than thirty-two (32) hours in each two (2) week pay period, per diem RNs, and temporary RN personnel.
<b>Mandatory:</b>	That which is involuntary, authoritatively commanded and/or obligatory.
<b>Night Shift:</b>	Any shift beginning between 6:30 p.m. and 4:59 a.m.
<b>Open Enrollment:</b>	A period of time announced, no more than one (1) time per year, when eligible RNs may change from one (1) health plan and/or dental plan to the other without medical/dental underwriting. Changes will be effective January 1 <sup>st</sup> of the following year.
<b>Patient Care Staffing Standards (PCSS):</b>	Provides clear direction to all RNs for general scheduling, vacation scheduling, scheduling days off (including Personal Day, PTO day, day requests [DR] and/or EL), holidays, management of floating, HCs, sick calls, On Call/Call In, Rest and Meal Breaks, and coverage. Safe patient care through adequate staffing will be ensured. These implementation procedures are in conjunction with the MOU.
<b>Pay Codes:</b>	12- PTO HC 20- HC 26- Witness Duty 60- Regular 63- <12 Hour Return 65- In-Charge 68- Holiday 69- In-Charge Holiday 73- <12 Hour Return Charge 75- Over Status 83- Weekend <12 Hour Return Charge 90- Weekend Regular 93- Weekend <12 Hour Return 95- Weekend In-Charge 98- Weekend Holiday 99- Weekend In-Charge Holiday
<b>Per Diem Year:</b>	Will begin on the first day of the first accounting period beginning after January 1 of any calendar year; and the year will end on the last day of the last accounting period of said calendar year.

<b>Position:</b>	A specific combination of the following: 1) classification, 2) work status, 3) shift, 4) hours, 5) length of shift and 6) cost center.
<b>Premium Pay:</b>	Includes the following compensation (singular or combined) and/or time (singular or combined): double time, rest between shifts, in-charge, holiday, witness duty and call in.
<b>Preparatory and Concluding Activities:</b>	All activities which are an integral part of an RN's principal activity; e.g: preparing nursing care plans, making patient care assignments, hand scrubs, changing clothes at the beginning and end of each work day (if required to change clothes at work).
<b>Reentry:</b>	When an RN leaves the bargaining unit to take a position at the Hospital then rejoins the bargaining unit. There is no separation from the Hospital.
<b>Rehire:</b>	Re-employment after one (1) year of separation from the Hospital.
<b>Reinstatement:</b>	Re-employment within one (1) year of separation from the Hospital.
<b>Seniority Date:</b>	The RN's initial date of entry into a position within the bargaining unit, minus any LOAs (excluding those under Article 35, Section 3), time employed in a position excluded from the bargaining unit.
<b>Service Date:</b>	The RN's original hire date to the Hospital, less any unpaid LOAs and/or less any time absent from employment before reinstatement or rehire (excluding LOAs with benefits and seniority, [Article 29, Section 3, B.3]).
<b>Sister Unit:</b>	Los Gatos and Mountain View Campuses "like units" for the purposes of maintaining CN III when transferring to a different (sister) unit cross-campus.  ICU-LG & CCU-MV Infusion Center- LG & Infusion Center- MV MSO-LG & 2C, 4A, 4B- MV ED- LG & ED-MV LD- LG & LD-MV MBU-LG & MBU-MV Nursery Level II- LG & NICU-MV PACU-LG & PACU-MV OR-LG & OR-MV Outpatient SS- LG & Pre-op SS-MV
<b>Sun-setting:</b>	Elimination through attrition.

<b>Supervisory Employee:</b>	An employee having authority, in the interest of the Hospital, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees or responsibly direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of merely routine or clerical nature, but requires the use of independent judgement.
<b>Travelers:</b>	Traveler personnel are used to staff clinical positions for assignments of up to thirteen (13) weeks duration and are contracted through companies that have been approved by Administration. Traveler assignments may be renewed as needed based on management decisions.
<b>Unit Partnership Council:</b>	UPC is a unit based council of direct care nurses who meet to discuss quality, practice and patient care issues that impact nursing practice on the unit.
<b>Unscheduled On-Call:</b>	An On Call shift that is not prescheduled but is required by the needs of the department.
<b>Weekend:</b>	A consecutive Saturday and Sunday. For the night shift only, the weekend will begin at the start of the RN's shift on Friday and terminate at the end of their time worked on Sunday.
<b>Weekend Off:</b>	A consecutive Saturday and Sunday in which the RN is relieved of all employment obligations. For the night shift the weekend off will be a consecutive Friday and Saturday.
<b>Weingarten Rights:</b>	Guarantee an employee the right to Union representation during an investigatory interview.
<b>Work Off Site:</b>	When an RN performs assigned work, including telephoning staff or patients, at a site other than an assigned work location.

## A

Absenteeism .....	104
Absenteeism and Tardiness .....	104
ADM .....	31
ADM-Admin Time .....	31
Advancement to Step 9, 10, or 11 .....	61
Alternative Hour Shift Schedule	
Days to Evenings Equivalent Double Shift .....	51
Nights to Days Equivalent Double Shift .....	52
Overtime .....	51
Shift Differentials .....	51
Working an Equivalent Double Shift .....	51
Alternative-Hour Shift Schedule .....	50
Assignment Despite Objection.....	117
Availability Requirements .....	99

## B

Bargaining Unit .....	117
Benefits .....	37
Benefits Eligibility.....	37
Change in Benefits .....	37
Eligibility for Full Benefits .....	37
Notification of Changes to Plan Documents and/or Premiums.....	38
Proration of Benefits for Part-time RNs.....	37
Qualifying Events .....	37
Bereavement Leave .....	39
Eligibility.....	43

## C

Call In.....	21
Definitions.....	21
Differentials.....	22
Response time.....	21
Cancellation of Vacations .....	95
Cash Balance Retirement Plan .....	44
Central Partnership Council (CPC) .....	117
Certification Reimbursement.....	15
Change of Classification .....	56
Changes Initiated by RN's .....	102
Charge Nurse Differential .....	17
Classification and Step Placement .....	56
Changes of Classification .....	57
Initial Classification and Step Placement .....	56
Management Initiated Change in Classification of NUC due to a Reorganization/RIF (Elimination of NUC position).....	59
RN Reentering the Bargaining Unit.....	59
Step Increased Based on Years of Service at the Hospital.....	56

Step Increases based on Educational Achievement .....	57
Clinical Ladder .....	62
Change in Specialty or Department & Reorganization/RIF.....	63
Compensation Adjustment .....	63
Eligibility Criteria .....	62
Labor Management Committee.....	64
Loss of CN III or CN IV Classification.....	64
Points Required for Submission and Renewal .....	62
Reinstatement of CN III or CN IV.....	64
COBRA Rates .....	45
Commitment to Fill a Posted Position .....	79
Continuation of Group Coverage .....	76
Continuing Education (CE) Contact Hours .....	33
Cost Center .....	117
Coverage .....	5
Cross-Campus Floating Management.....	54

**D**

Daily Registry .....	117
Day Shift .....	117
Defined Benefits Formula .....	44
Differentials.....	16
Charge Nurse Differential .....	17
Days to Evenings Double Shift .....	16
Early Day Shift Differential.....	18
Evening to Nights Double Shift .....	16
Extra Work Differential .....	17
Nights to Days Double Shift .....	17
Per Diem Differentials.....	17
Preceptor Differential (Applies to CN II only) .....	18
Shift Differentials Not Paid On.....	16
Weekend Differential.....	17
Disaster .....	117
Discharge.....	65
Discipline.....	65
Domestic Partner Coverage .....	35
Dual Coverage .....	35
Due Process.....	65

**E**

Early Day Shift Differential.....	18
Education Leave .....	31
Accrual .....	31
Requests for Education Leave Time Off.....	32
Unused EL .....	32
Education Leave (EL).....	31
Educational Bonus .....	115
Educational Leave .....	73
EDU-Education Time .....	31

El Camino Hospital Plan Documentation .....	36
Eligible RN .....	117
Employee Referral Program.....	79
eTime .....	117
eTime Scenarios .....	109
Evening Shift .....	117
Extended Sick Leave (ESL .....	40
Extended Sick Leave (ESL) .....	39
Accrual Schedule.....	41
Compensation Rate.....	42
ESL Buyout .....	42
ESL Buyout Application/Approval Process.....	42
Redemption of ESL.....	42
Use of ESL.....	41
Extra Work Differential .....	17
CODE 75 .....	17

**F**

Family Care and Medical Leave .....	73
Floating .....	53
Cross-Campus Floating Management.....	54
Enterprise Work Assignment .....	53
Floating Waivers .....	55
Mid-Shift Floating .....	54
Patient Care Staffing Standards (PCSS .....	54
Regional Mandatory Floating.....	53
The Leadership Committee (Article 1, Section 3) .....	55
Training .....	53
Floating Waivers .....	55
Full-Time RN.....	97

**G**

GLOSSARY .....	117
Grievance .....	67, 117
Adherence to Time Limits .....	68
Arbitration Procedure .....	70
Definitions.....	67
Grievance Procedure .....	68
Informal Discussions .....	69
Term of Grievance.....	67
Time Off for Hearings.....	68
Timelines.....	67
Group Insurance Plan	
Accidental Death and Dismemberment Insurance (AD&D).....	35
Dental Care Insurance.....	34
Dual Coverage .....	35
Life Insurance .....	35
Long-Term Disability Insurance.....	35
Medical Care Insurance .....	34



Vision Care Coverage .....	35
----------------------------	----

**H**

HC Pilot.....	116
Holiday Requirement .....	99
Holidays.....	19
Holiday for Night Shift.....	20
Holiday Premiums.....	19
Personal Day .....	19
Hospital Convenience Time Off (HC) .....	87
Definition .....	88
Mandatory HC.....	89
Notification of HC.....	87
Voluntary HC.....	89

**I**

Industrial Injury Leaves .....	75
Ineligible RN .....	118
Informal Conflict Resolution .....	67
Initial Step Placement .....	60

**J**

Jury Call .....	71
Previously Granted Vacation Time Off.....	72
Jury Duty .....	71
Previously Granted Vacation Time Off.....	71

**L**

Layoff .....	82
Recall for Layoff Procedure.....	86
Leave with Benefits and Seniority.....	75
Leaves of Absence.....	73
Continuation of Group Coverage.....	76
Educational Leave .....	73
Eligibility .....	73
Family Care and Medical Leave .....	73
Industrial Injury Leaves .....	75
Leave Categories .....	73
Leave with Benefits and Seniority.....	75
Medical Leave .....	74
Military Leave.....	73
Paid Leave .....	74
Personal Leave .....	73
Pregnancy Disability Leave.....	73
Termination from Leave .....	76
Unpaid Leave .....	75
Legal Appearance Time.....	72
Previously Granted Vacation Time.....	72

Limited Reopener for Healthcare .....	110
---------------------------------------	-----

**M**

Management Rights.....	6
Mandatory .....	118
Mandatory HC.....	89
Maximum Weekends Worked Required.....	94
Meal Breaks .....	77
Additional Rights.....	77
Missed Meal and/or Rest Breaks .....	77
Medical Leave .....	74
Meeting Attendance.....	91
Mid-Shift Floating .....	54
Military Leave.....	73
Missed Meal and/or Rest Breaks .....	77

**N**

New Employee Orientation .....	11
New RN Classification .....	2
Notification to PRN .....	5
Night Shift .....	118
No Strike/No Lockout.....	8
Nondiscrimination.....	7
Nursing Unit Coordinator (NUC) .....	101
Management Initiated Change in Classification of NUC due to a Reorganization/RIF (Elimination of NUC position) .....	63

**O**

On Call.....	21
Compensation .....	21
Definitions.....	21
Differentials.....	22
Immediately available.....	21
Unscheduled Call needs .....	22
Unscheduled On Call .....	21
Open Enrollment.....	118
Overtime .....	51
Overtime and Extra Shifts .....	23
Allocation of Overtime and Extra Shifts.....	24
Compensation .....	23
Eligibility.....	23
Overtime .....	23

**P**

Paid Leave .....	74
Paid Time off (PTO)	
PTO Accrual Schedule .....	39
Paid Time Off (PTO).....	39
Accrual of Paid Time Off (PTO) .....	39

Cash out for PTO .....	40
Maximum PTO Accrual.....	39
PTO Pay Out on Termination .....	40
PTO Pay Out when Changing from Full-time/Part-time to Per Diem .....	40
Redemption of PTO.....	40
Shift Differential and PTO .....	40
Part-Time RN.....	97
Patient Care Staffing Standards (PCSS).....	54, 118
Pay Codes.....	118
Payroll Deductions .....	10
Membership Dues.....	10
Per Diem Differentials.....	17
Per Diem Level I (PD-I) .....	98
Per Diem Level II (PD-II) .....	98
Per Diem RN.....	98
Applicable Work Hours .....	99
Availability Requirements .....	99
Changing from a Per Diem Level I to a Per Diem Level II.....	99
Compliance Review Process.....	100
Holiday Requirement .....	99
Holiday Requirements.....	101
Hours and Weekend Work Shifts Requirements .....	101
Per Diem Level I (PD-I) .....	98
Per Diem Level II (PD-II) .....	98
Submissions of Availability.....	100
Waivers .....	100
Per Diem Year .....	118
Personal Day .....	19
Personal Leave .....	73
Position .....	119
Posting and Filling of Vacancies.....	78
Employee Referral Program.....	79
Hospital's Commitment to Fill a Posted Position.....	79
Release from Previous Position .....	79
Transfers .....	79
Preceptor Differential .....	18
Pregnancy Disability Leave.....	73
Premium Pay.....	119
Preparatory and Concluding Activities.....	88, 119
previously granted vacation time off.....	72
PRN Membership Maintenance.....	10
Probationary Period.....	80
Extension of Initial Probationary Period .....	80
HC during Probationary Period .....	90
New Hire and Rehire .....	80
Reinstatement, Transfers, and Change in Classification.....	80
Transfers .....	81
Proration of Benefits for Part-time RNs.....	37
PTO Pay Out on Termination .....	40
Purpose	

Education Leave .....	31
-----------------------	----

**Q**

Qualifying Events	
For Change in Benefits .....	37

**R**

Recall.....	82
Reduction/Reorganization in Force	
Implementation of RIF/Layoff.....	84
Reinstatement After RIF.....	85
RIF/Layoff and Displacement.....	84
RIF/Layoff Review Board.....	83
Severance.....	85
Reduction/Reorganization-in-Force (RIF) .....	82
Reentry.....	119
Rehire.....	56, 119
Seniority Date .....	61
Reinstatement.....	56, 119
Release from Previous Position .....	79
Relief RN Position.....	111
Reporting for Work.....	87
Notification to the RN .....	87
Reportinng for Wrok	
Notifcation to the Hospital .....	88
Rest Between Shifts .....	25, 52
Definitions.....	25
Differentials.....	26
eTime Scenarios .....	109
Holiday Premiums.....	26
Overtime .....	26
Rest Between Shifts Differential for 12-Hour Shift RNs in e-Time Scenarios .....	108
Rest Breaks.....	77
Retiree Insurance Program .....	45
Annual Contributions .....	46
Death or Divorce .....	47
Eligibility for Life Insurance.....	47
Eligibility for Medical and/or Dental Insurance at Group Rates .....	45
Medical and/or Dental Insurance Programs.....	46
Medical Care Insurance Integration with Medicare .....	47
Reinstatement.....	47
Retiree Medical and/or Dental Insurance Programs .....	46
Retirement Benefits.....	44
Cash Balance Retirement Plan .....	44
Conditions of Eligibility for Retirement Benefits .....	44
Death or Divorce .....	47
Defined Benefits Formula .....	44
Eligibility for Life Insurance.....	47
Eligibility for Medical and/or Dental Insurance at "COBRA" Rates .....	45

Medical Care Insurance Integration with Medicare .....	47
Reinstatement.....	47
Retiree Insurance Program .....	45
Retiree Medical and/or Dental Insurance Programs .....	46
Tax-Deferred Annuity Plans [IRC-403(b)] (TDAs) .....	48
Return in Less than Eleven and One-Half (11 ½) Hours .....	108
Return in Less than Ten and One-Half (10 ½) Hours.....	108
Return to Position from a Leave .....	75
RIF .....	82
Right to PRN Representation .....	65

## S

Scheduling.....	87
Availability after the 4-Week Schedule is Posted .....	91
Meeting Attendance .....	91
Unanticipated Staffing Needs .....	91
Work Schedules .....	90
Scheduling of Vacations.....	95
Self-Scheduling Process .....	114
Seniority .....	92
Calculation of “Seniority Date” .....	92
Seniority Date .....	119
Serious Emergency Situation .....	95
Service Date .....	119
Severance.....	85
Shift Differentials .....	16
Shift Differentials Paid on Actual Hours Worked.....	16
Shift Differentials Paid on PTO Hours .....	16
Shift reassignment	
Definitions.....	93
Shift Reassignment .....	93
Temporary Mandatory Shift Reassignment.....	93
Sister Unit.....	119
State Registered Domestic Partner Coverage .....	35
Step Advancement after One (1) Year .....	60
Step Placement .....	56
Advancement to Step 9, 10, or 11 .....	61
Initial Step Placement .....	60
Step Advancement after One (1) Year .....	60
Study Time	
Education Leave .....	33
Submissions of Availability.....	100
Sun-setting .....	119
Supervisory Employee.....	120

## T

Tardiness.....	104
Tax-Deferred Annuity Plans [IRC-403(b)] (TDAs) .....	48
Temporary Change in Work Status .....	97

Temporary Changes in Work Status .....	101
Term and Termination .....	105
Termination from Leave .....	76
Transfers .....	79
Travelers.....	120
TRN-Training .....	31
Tuition Assistance .....	31

**U**

Unanticipated Staffing Needs .....	91
Unit Partnership Council .....	120
Unpaid Leave .....	75
Unscheduled On-Call.....	120

**V**

Vacations.....	94
Cancellation of Vacations.....	95
Notification .....	95
Scheduling of Vacations .....	95
Work During a Granted Vacation.....	96
Vesting .....	45
Voluntary Change to Existing Full-Time/Part-Time Positions.....	97, 102
Changes Initiated by RN's .....	102
Changes Initiated by the Management Representative .....	102
Voluntary HC.....	89

**W**

Wage Ranges.....	27
Wages.....	27
Wage Ranges by Classification and Step.....	27
Waiver of Weekend Limitations .....	94
Waivers .....	100
Weekend .....	94, 120
Weekend Differential.....	17
Weekend Off.....	94, 120
Weekend Work Shifts .....	94
Weekends .....	94
Maximum Weekends Worked Required.....	94
Waiver of Weekend Limitations .....	94
Weekend Coverage.....	94
Weekend Definitions .....	94
Weingarten Rights .....	120
Work During a Granted Vacation.....	96
Work Off Site.....	25, 120
Work Related Education (ADM, EDU or TRN).....	31
Work Schedules .....	90
Work Status.....	97
Full-Time RN.....	97

Part-Time RN .....	97
Per Diem RN .....	98
Working in an Additional Classification .....	56
Workplace Violence Prevention .....	107
Debriefing and Security Measures.....	107
Education and Training .....	107
Workplace Violence Prevention Plan.....	107