



**AGREEMENT BETWEEN  
THE GOOD SAMARITAN HOSPITAL AND REGIONAL  
MEDICAL CENTER OF SAN JOSE**

**AND THE  
CALIFORNIA NURSES ASSOCIATION  
(CNA)**

**JULY 1, 2022 THROUGH JUNE 30, 2025**

**CNA  
1871 THE ALAMEDA  
SAN JOSE, CA 95050**

**408-920-0290**

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# AGREEMENT

This Agreement made and entered into this ~~1st~~<sup>9th</sup> day of July, 2022, by and between the CALIFORNIA NURSES ASSOCIATION, hereinafter referred to as “CNA” or the “Association,” and the Good Samaritan Hospital, LP, d/b/a Good Samaritan Hospital and San Jose Healthcare System, LP, d/b/a Regional Medical Center of San Jose, the Employer, hereinafter referred to as “the Hospitals”.

## ARTICLE 1 ASSOCIATION MATTERS

### 1.1 ASSOCIATION VISITATION RIGHTS

The authorized representative of the Association shall be permitted to enter the Hospital at any time the Hospital is in operation to see that the provisions of this Agreement are being observed, after first having notified the appropriate Hospital’s Human Resources Department representative (or designee). The representative may confer with nurses on their non-working time and shall not interfere with the Registered Nurse’s duties or the operation of the Hospital. Such conferences shall not take place in, or within hearing of, patient’s rooms, operating rooms, and rooms where patients receive treatment.

### 1.2 NURSE REPRESENTATIVES

**1.2.1** The Association may appoint Registered Nurses who are employed at a covered hospital to serve as official representatives in the Hospital where they are employed. The hospitals shall be notified in writing of such appointments.

**1.2.2** The functions of the Nurse Representative shall be to inform Registered Nurses of their rights and responsibilities under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances. Nurse Representatives shall perform these functions during off duty hours.

**1.2.3** There shall be a mail box for nurse representatives established in a location accessible to all unit members.

**1.2.4** The Chief Nurse Representative from each Hospital will be paid his/her straight time hourly rate for up to six (6) hours per month (non-cumulative) for performing Nurse Representative functions during his or her non-working time.

**1.2.5** Negotiations For a Successor Agreement.

**1.2.5.1** The Hospitals will count a bargaining team member’s attendance toward the fulfillment of that individual’s FTE status when engaged in joint bargaining toward a successor agreement. For example, an employee whose FTE commitment would typically require him/her to work five (5) shifts per week will

not be required to work more than three (3) shifts on those weeks that the employee attends two (2) days of joint bargaining. Similarly, an employee whose FTE commitment would typically require him/her to work three (3) shifts per week will not be required to work more than one (1) shift on those weeks that the employee attends two (2) days of joint bargaining. "Joint bargaining" is defined as a pre-scheduled bargaining session in which the Hospitals and the Union meet and engage in negotiations for purposes of reaching agreement on a revised collective bargaining agreement.

**1.2.5.2** The employee's attendance at bargaining does not count as "hours worked" for any other purpose.

**1.2.5.3** Each bargaining team member shall provide his/her supervisor with written notice of the need to be scheduled consistent with the scheduled bargaining within 24 hours after the bargaining dates are agreed upon in order to allow his/her supervisor the maximum amount of time to cover the schedule, unless bargaining dates are scheduled within 24 hours.

**1.2.5.4** In the event that the parties mutually agree to bargaining dates upon short notice (i.e., one (1) week or less), in addition to the notification process described above, the Hospitals will also instruct managers to release bargaining team members from duty whenever possible, consistent with patient care needs.

### **1.3 BULLETIN BOARDS**

Each Hospital will provide space on bulletin boards in lounge areas or other designated areas in Nursing Departments. The Hospital shall provide one (1) locked bulletin board. A Nurse representative or alternate shall be designated by the Association for each Hospital who shall have the responsibility for posting material submitted by the Association and a copy shall be furnished to the appropriate Hospital's Human Resources Department representative before posting. The Association agrees that no controversial material shall be posted.

### **1.4 USE OF FACILITY CONFERENCE ROOMS.**

The Hospitals will identify one (1) room on each hospital's campus which may be made available to the Union on the following basis:

**1.4.1** One meeting per month for up to four (4) hours on three (3) contiguous shifts (12 hours total).

**1.4.2** The Union may request space no earlier than thirty (30) days in advance.

**1.4.3** Confirmation will be based on availability at the time of the request, recognizing that the hospitals may decline a request if to grant the request would result in the hospital having no other meeting space available for last minute needs. If the Hospital declines such request the Hospital and CNA will, at the request of the Union, discuss the availability of meeting rooms at other times/dates within the fourteen (14) day period.

**1.4.4** Reservations for meeting space will be subject to cancellation by the Hospital if the meeting space is needed for other purposes. Hospital Human Resources will make reasonable attempts to provide the Union with notice of the need for cancellation as soon as Human Resources become aware of such need and will make reasonable attempts to provide a substitute location.

**1.4.5** The Union may file a grievance under this Section if there has been a pattern of arbitrary and capricious denial of access to the identified meeting room or cancellation of reserved meeting space over a period of more than one (1) month.

## **1.5 USE OF CAFETERIA**

Union representatives shall not use the hospital's cafeteria for "meetings" with groups of nurses. Union representatives may distribute materials in the cafeteria to RNs.

CNA labor representatives shall use reasonable efforts to assure that materials intended for distribution to RNs are not left in public view in the cafeteria.

## **ARTICLE 2 BENEFIT ACCRUALS AND TIME CREDIT FOR STEP INCREASES**

### **2.1 LEAVES OF ABSENCE WITH PAY**

Education Leave, Jury Duty Leave, Bereavement Pay Leave, Vacation Leave, and Holiday Leave are all paid leaves of absences in which Registered Nurses will continue to accrue benefits and time credit toward salary step increases.

Sick Leave is a paid leave of absence in which Registered Nurses will continue to accrue benefits and time credit toward salary step increases for the duration of their accumulated sick leave bank.

### **2.2 LEAVES OF ABSENCE WITHOUT PAY**

Registered Nurses will continue to accrue time credits toward salary increases and rate of vacation pay accrual while on leaves of absence provided such leaves have been given prior approval.

## **ARTICLE 3 CHANGE OF OWNERSHIP**

**3.1** If one of the hospitals is sold or if an agreement is reached to merge a hospital with another employer, or if a service employing bargaining unit nurses is leased or sold, the hospitals will

notify CNA at least ninety (90) days prior to the effective **date** of the sale or merger and bargain with CNA upon request over the effects of such sale or merger on bargaining unit employees.

**3.2** In the event of the sale or transfer of the ownership of the Hospital to an entity not signatory to this agreement, the Hospital will require, as a term of the agreement of sale or transfer, that such entity retain all or substantially all bargaining unit nurses and recognize the Association as the collective bargaining representative for the nurses in the bargaining unit covered by this Agreement at the time of sale. The Hospital shall, in addition, require as a condition of the sale that the acquiring entity shall assume any existing memorandum of understanding between the Hospital and the Union, except that the purchaser or transferee shall offer comparable benefit plans in lieu of benefit plans that are specifically administered by and available only through HCA, for the remainder of its term. Nothing in this Article shall constitute a waiver of the Union's right to request bargaining over the effects of a change in ownership on issues other than those addressed in this Article.

## **ARTICLE 4 COMPENSATION (PREMIUMS)**

### **4.1 OVERTIME PREMIUMS**

#### **4.1.1 Daily Overtime**

Work in excess of eight (8) hours per day (but less than twelve (12) hours per day) shall be paid at one and one-half (1 ½) times the nurse's straight time hourly rate. Work in excess of twelve (12) hours per day shall be paid at two (2) times the nurse's straight time hourly rate.

A day is defined as that twenty-four (24) hour period commencing at midnight, except for night shift that commences at 11 p.m.

#### **4.1.2 Biweekly Overtime**

Work in excess of eighty (80) hours in any biweekly pay period shall be paid at one and one-half (1 ½) times the nurse's straight time hourly rate for the day(s) on which the overtime is worked.

#### **4.1.3 Double Shift Overtime**

When a Registered Nurse works a double shift (a continuous fifteen and one-half (15½) hour work period), that includes a regularly scheduled shift, seven and one-half (7½) hours of the double shift shall be paid at two (2) times the nurse's straight time hourly rate.

#### **4.1.4 Mandatory Overtime**

There shall be no mandatory overtime except under the following circumstances: of (1) a state of emergency is declared by City, County, State or Federal authorities. An

emergency shall not include a situation that is the result of routine staffing needs caused by typical staffing patterns, or (2) a diversion override is declared for a hospital within four (4) hours of the end of a shift, then the hospital(s) impacted may require Registered Nurses to remain on duty for up to four (4) hours beyond the end of the scheduled shift in the affected unit(s). However, to the extent that time permits, the hospital will make reasonable efforts to secure volunteers from the staff on premises and from resources outside the hospital, before implementing such a requirement. In the circumstances described in this subparagraph, volunteers or nurses required to remain on duty will be paid double time for the hours worked beyond their scheduled shift.

#### **4.1.5 Seventh Consecutive Day**

For work on the seventh consecutive day, the RN will be paid one and one-half times (1½) his/her regular rate of pay for the first eight (8) hours and double his/her regular rate of pay for hours beyond eight (8) hours.

#### **4.1.6 Short Shifts**

Nothing in this Agreement shall be read to prohibit the Hospital from establishing pre-scheduled shifts of less than eight (8) hours. The purpose of short-shift positions is primarily to provide break/meal relief, or to supplement 8/12 hour shift staff. It is not the intent to use short shift positions to replace 8/12 hour staff.

### **4.2 STANDBY PAY**

**4.2.1** Registered Nurses required to be on standby, but not called, shall be paid for all hours on standby at the rate of one-half (½) the nurse's straight time hourly rate. If a per diem nurse is pre scheduled to be on standby, that shift will not count for purposes of satisfying the nurse's availability requirement.

#### **4.2.2 Holiday Standby**

Registered Nurses required to be on standby on those holidays listed in Article 19, Section 19.2.1, but not called, shall be paid for all hours on standby at the rate of three-quarters (¾) of the nurse's straight time hourly rate.

**4.2.3** If called to work when on standby, a Registered Nurse shall be paid at one and one-half (1½) times the nurse's straight time hourly rate. Standby pay as defined in 4.2.1 and 4.2.2 above shall be paid in addition to these premiums.

### **4.3 ADDITIONAL SHIFTS**

#### **4.3.1 Open Shifts**

The Hospital will give preference (by attempting to offer an open shift) to a status RN to work up to full time before using per diem and Registry RNs for available work, provided the status nurse gives sufficient notice of her/his availability to work that open shift. An open shift is a shift that is unfilled before the final schedule is posted. A

reasonable effort will be made to identify such open shifts before the final schedule is posted. These shifts will not be at a premium rate.

#### **4.3.2 Extra Shifts**

**4.3.2.1** An “extra shift” is a shift that remains or becomes available after the final schedule is posted.

**4.3.2.2** RNs who have had shifts dropped without pay during a pay period will be given preference within their department for extra shifts (up to his/her status in the pay period) over per diem and registry RNs, if they have made their availability for the extra shift at issue known to nursing management, at least two (2) hours prior to the shift. That is, the Hospital will make a reasonable effort to make these “extra shifts” available (at a straight time rate) so that RNs who have had shifts dropped without pay can work up to status during the pay period before the Hospital utilizes per diem and registry RNs. RNs may not “bump” per diem nurses who have been prescheduled to replace a status nurse, except with twenty-four (24) hours notice, unless the bump is for a shift that occurs within twenty-four (24) hours of the starting time for the shift from which the RN is dropped.

#### **4.3.3 Short Notice Call**

If called in with less than four (4) hours notice, a full-time or part-time Registered Nurse will be paid at two (2) times the straight time hourly rate. For example, a Registered Nurse who receives actual notice of an offer to work an available shift more than four (4) hours in advance of the start of the shift would be ineligible for Short Notice Call pay.

#### **4.3.4 Exceptions**

Provisions 4.3.1, 4.3.2 and 4.3.3 do not apply in the following situations:

**4.3.4.1** When a Registered Nurse who was originally scheduled to work is taking the day off at the request of either the Hospital or the Registered Nurse, and is recalled. When recalled to work such a Nurse will be guaranteed eight (8) hours of work provided the Nurse reports promptly.

**4.3.4.2** When a Registered Nurse is called back to the Hospital due to a disaster alert.

#### **4.3.5 Notice**

Written notification of approval to work additional shift will be given to the RN within seventy-two (72) hours of volunteering to be available, if time permits.

### **4.4 WEEKEND DIFFERENTIAL**

For all hours worked on weekends as defined in 11.4.1, the RN will be paid a differential in the amount of \$5.00 per hour on top of his/her hourly rate.



## **4.5 GENERAL MATTERS RELATING TO PREMIUM PAYMENTS**

### **4.5.1 Authorization**

All work qualifying for premium payments as noted in Sections 1 and 2 of this Article must be authorized in advance by the Hospital. Advance authorization shall not be required in a bona fide emergency, but the Hospital must be notified as soon after the emergency as possible.

### **4.5.2 Meal Period for Overtime Calculation**

If a Registered Nurse is authorized to work during his/her meal period, or if relief for such meal period is not provided, such meal period shall be paid as time worked for the purpose of computing overtime.

### **4.5.3 Rest Between Shifts**

If a Registered Nurse does not have twelve (12) hours rest between shifts s/he works, s/he will receive time and one-half (1½) for all hours worked until twelve (12) hours have elapsed from the completion of his/her preceding shift worked. If a Nurse requests for her or his own purposes, the period may be reduced to eight (8) hours if the request is made in writing and a copy of the request is furnished to CNA upon request. Non-mandatory meetings and non-mandatory education time will not be counted for purposes of entitlement to pay under this section.

### **4.5.4 On-Call/Call Back**

When an RN is called in and works until midnight, or later, and is scheduled to work the next morning, he/she may request to delay his/her start time up to eight (8) hours from the time the RN clocked out. An RN exercising this right may, at his/her option, utilize accrued PTO hours for this delayed start. It is the responsibility of the RN to notify the house supervisor or designee of his/her request before he/she leaves the Hospital. The Hospital will not unreasonably deny that request. For example, the presence of an emergent case in the department will constitute a reasonable cause for denial of the RN's request. In the event that a request is denied, the Hospital will discuss an alternative scheduling arrangement including, but not limited to, early departure, delayed start less than eight (8) hours from the time the RN clocked out, and modified patient assignments. However, such delay or alternative scheduling arrangement will not cause the end time for the originally scheduled shift to be extended. An RN whose request for additional rest between shifts has been denied will be required to continue working (instead of being released prior to the end of his/her shift) only when necessary to care for emergent cases.

### **4.5.5 No Pyramiding**

There shall be no pyramiding, i.e., multiplying or compounding, of overtime or premium pay. In the event of a conflict as to which premium to apply for the same hours worked, the highest applicable premium will be used. Differentials provided for in Article 28 shall be paid in addition to overtime or premium pay.

## **ARTICLE 5 DISCIPLINE**

### **5.1 DISCIPLINARY NOTIFICATION**

a. If any Registered Nurse is called to meet on a matter which involves the investigation of facts and that Nurse reasonably believes the matter could lead to discharge or discipline, upon that Nurse's request, the hospital will allow the Nurse to be represented with a CNA representative at the meeting, provided such representation is available without the need to postpone the meeting more than forty-eight (48) hours (not counting Saturdays and Sundays).

b. Upon the Nurse's request, the Employer shall advise a Nurse in advance if a required meeting may result in any discipline, suspension or discharge of the Nurse.

c. Upon the Nurse's request, the Employer shall advise the Nurse of the general reason for the meeting. However, the sufficiency of the reason(s) provided shall not be subject to the grievance and arbitration process.

### **5.2 INVESTIGATORY SUSPENSION**

No employee will be held in unpaid investigatory suspension for more than seven (7) calendar days; however, the Hospital shall have the right to extend the unpaid investigation period an additional three (3) calendar days if it is unable to complete the investigation within the initial period for reasons beyond its control. In the event the Hospital decides to extend the unpaid investigatory suspension period for three (3) additional calendar days, it shall first give notice and an explanation of the basis for the extension to the union and the employee.

In the event an investigatory suspension results in no disciplinary action or disciplinary action that is less than a disciplinary suspension (e.g. written warning), the employee shall be paid for shifts scheduled and missed during the investigatory suspensions.

In the event an investigatory suspension results in the employee being issued a disciplinary suspension, those shifts for which the employee was scheduled to work while on investigatory suspension shall count toward the disciplinary suspension; the employee shall be paid for the difference between the number of scheduled and missed shifts and the length of the disciplinary action.

### **5.3 INVESTIGATIONS**

The Hospital's investigation of an incident or Nurse(s) should normally be completed within thirty (30) days from the start of the investigation. Upon request, the Hospital will advise the Union of circumstances requiring a more lengthy investigation.

## **5.4 CONSIDERATION OF DISCIPLINE**

Previously issued discipline may be considered in determining the appropriateness of progressive discipline for a period of twelve (12) months from the date of the discipline. However, final written warnings and disciplinary suspensions may be used as a basis for further discipline for a period of eighteen (18) months in the event of a recurrence of conduct reasonably similar to that for which the final written warning or disciplinary suspension was issued. Disciplinary actions for gross negligence related to patient care and for sexual harassment or other harassment forbidden by law shall not be subject to the limitations period expressed in the two (2) preceding sentences.

## **5.5 PERSONNEL FILES**

There shall be one (1) official personnel file for each bargaining unit Registered Nurse. A bargaining unit Registered Nurse shall have the right to inspect and to be provided, on request, with a copy of any documents in the Registered Nurse's file. In any case where agreement has been reached between the facility and the Association to make revisions in the personnel records, the Association shall be allowed upon request to the Human Resources representative (or designee) to inspect such personnel files.

# **ARTICLE 6 DRUG AND ALCOHOL POLICY**

## **6.1 GENERAL**

The Hospital and the Union recognize that Registered Nurse drug and alcohol abuse can have an adverse impact on Hospital services and operations, the image of the Hospital and Registered Nurses, and the general health, welfare and safety of Registered Nurses, patients, visitors and the general public.

## **6.2 PROHIBITED ACTIVITY**

All RNs will be subject to the provisions of the Hospital's Substance Use in the Workplace policy, current Reference Number HR.ER.060. A copy of the policy is available for review on the Hospital's intranet (at Policies and Procedures) and the internet (at HR Answers). RNs will not be subject to testing when accepting a transfer to another department.

## **6.3 VIOLATIONS OF POLICY**

RNs who violate this policy will be subject to discipline, up to and including immediate discharge and/or, in the sole discretion of the Hospital, mandatory referral to an approved substance abuse treatment/rehabilitation program. The Hospital must evaluate the context of the situation when determining whether an impairment exists. Any RN believed by the Hospital to be experiencing an emergency medical condition should be evaluated by the Emergency Department prior to a drug screen being administered under this policy.

## **6.4 ON-THE JOB INJURY/ACCIDENT TESTING**

Any RN involved in an on-the-job injury or accident that involves injury requiring medical treatment or evaluation to the RN or another person (e.g., another employee, a patient, or the person to be tested), property damage, or lost time from the job will be required to be tested for drugs and alcohol. Provided, a Registered Nurse may decline to be tested unless the circumstances surrounding his/her work-related injury are such that a reasonable person could conclude that the Registered Nurse's actions contributed to the injury in some way. The Registered Nurse's report, with corroboration (whether testimony from witnesses or physical circumstances) may be considered sufficient to establish that the Registered Nurse was not at fault. Nothing in this paragraph creates any obligation for the Hospital to conduct an investigation of the circumstances of the injury before requesting that the RN submit to a test. Testing will only be conducted when the Hospital provides a written order to the treating facility to conduct a test. An RN who is required to be tested on the day of his/her injury for suspicion of substance abuse will not be required to operate a vehicle in order to comply with the order to be tested.

When the Hospital requests an RN to submit for a drug screen, the Hospital shall, upon the RN's request, advise him/her of the right to representation consistent with Section 5.1 of the Agreement. However, if a Nurse Representative is not immediately available (within 30 minutes), the testing will not be delayed. In this circumstance, the RN will not be required to answer any questions concerning the matter.

If the results are negative, the RN will be paid his/her straight time rate for any scheduled time lost while the test results are pending.

## **ARTICLE 7 EMPLOYEE HEALTH RECORDS**

The hospitals and the Union agree that each of them will maintain the confidentiality of employee health records as required by state and federal law and that neither party will discriminate against any employee on the basis of the employee's medical condition in violation of state or federal law. The parties also agree neither will sell employee health records to any third party (except in connection with the sale of a part of the business by a hospital).

## **ARTICLE 8 GRIEVANCE AND ARBITRATION**

### **8.1 DEFINITION OF GRIEVANCE SUBJECT TO ARBITRATION**

A grievance subject to arbitration is a dispute or disagreement involving the interpretation, application or compliance with specific provisions of this Agreement or a dispute or disagreement concerning whether or not discipline including discharge was for just cause. The purpose of the grievance process is to engage in a good faith effort to resolve the dispute. At each step of the process, it is expected that individuals with authority to make agreements will participate in the

process, and will seek to come to a satisfactory resolution. At each of the below Steps of the grievance procedure (Steps 1, 2, and 3), the Hospital will endeavor to send at least one individual with managerial authority who did not participate in any other Step of the procedure. However, Labor Relations and/or Human Resources may attend each Step, as the Hospital deems appropriate. The Hospital will send decisions at each step electronically to the Union and the Nurse Representative.

## **8.2 PROCEDURES MUST BE FOLLOWED**

All grievances must be presented at the proper steps in accordance with the time limitations noted at the various Steps. Failure to adhere to these time limitations shall render the grievance null and void and it may not be pursued further, however, failure of Management to respond in a timely manner will not bar the grievance from being presented at the next step of the procedure. Registered Nurses may be represented by the Nurse Representative at any step of the grievance procedure and/or by the Association at the second and succeeding steps and any member of management hearing a grievance may have the assistance of any other members of management desired at any step of the grievance procedure. All time limits in this Article exclude weekends and holidays and may be extended by written mutual agreement of the parties. The Hospital and the Union shall attempt to resolve any procedural arbitrability issue(s) informally, prior to raising the issue to the arbitrator. Failure to do so will bar the Union and/or the Hospital from raising procedural arbitrability issues to the arbitrator.

If there is an issue as to whether a grievance is barred for failure of the Union or grievant to comply with the procedural requirements of this Article (procedural arbitrability), including timeliness, the same arbitrator will be permitted to rule on both the question of procedural arbitrability and the merits; provided that the arbitrator shall first issue a decision resolving the procedural arbitrability issue before hearing the merits.

## **8.3 GRIEVANCE PROCEDURE**

### **8.3.1 Step 1**

A Registered Nurse with a grievance or CNA shall file a grievance in writing and discuss the matter with the employee's Department Manager/Director or designee within fifteen (15) days of the day in which it arises or becomes known to the employee. A written response to the grievance will be provided to CNA within fifteen (15) days of the Step 1 grievance meeting, which will be held within fifteen (15) days of receipt of the grievance, with copies to the grievant and the Nurse Rep. The copy to CNA shall dictate time limits. Nothing in this section precludes the RN from discussing and/or resolving the issue informally with management. However, a discharge or suspension grievance must be filed within fifteen (15) calendar days of the date the Employee is informed of the discharge or disciplinary suspension and must be filed at Step Two.

**8.3.1.1 Multi-Hospital Grievances.** In the event that the same incident/action at issue has actually impacted nurses in more than one hospital, the grievance shall be jointly filed at Step 1 with the Vice President of Human Resources (or designees) at each of the Hospitals within thirty (30) days (instead of

fifteen (15)). In the event of such multi-hospital grievances, the grievance shall identify specifically the nurses on whose behalf the grievance is being brought.

**8.3.1.2 Multi-Unit Grievances.** In the event that the same incident/action at issue has actually impacted nurses in more than one unit at a single hospital, the grievance shall be jointly filed at Step 1 with the Vice President of Human Resources (or designee) within thirty (30) days (instead of fifteen (15)). In the event of such multi-unit grievances, the grievance shall identify specifically the nurses on whose behalf the grievance is being brought.

### **8.3.2 Step 2**

If the grievance is not resolved on the basis of the Step 1 response, and the Union wishes to advance the grievance, CNA must file the grievance in writing with the Chief Nursing Officer or designee of the hospital in which the grievance is brought within fifteen (15) days from the date the Step 1 response was provided to CNA. The Chief Nursing Officer or designee will respond in writing within fifteen (15) days after the Step 2 grievance meeting, which will be held within fifteen (15) days of receipt of the grievance.

If the grievance is a multi-hospital grievance, it shall be filed with the Chief Nursing Officer or designee at each of the hospitals.

### **8.3.3 Step 3**

If the grievance is not resolved on the basis of the Step 2 response, then within thirty (30) days from the date the Step 2 response was served on CNA, the grievance may be appealed to arbitration by the union notifying the Vice President of Human Resources for the involved hospital in writing of its intention to arbitrate the dispute. In the event the parties are unable to agree upon an arbitrator in ten (10) days, the Federal Mediation and Conciliation Service will be notified. At the same time, the Association shall request, with a copy to the Vice President of Human Resources, that the Federal Mediation and Conciliation Service submit a panel of seven (7) arbitrators having hospital arbitration experience. Upon receipt of the list, the arbitrator shall be selected by each party alternately striking names until only one (1) remains. Either party may reject one (1) panel in its entirety. To determine which party strikes the first name, the parties shall flip a coin. The selection of the arbitrator must be completed no later than thirty (30) calendar days from receipt by the Facility of the FMCS panel of arbitrators.

The scheduling of an arbitration hearing involving a disciplinary suspension or discharge should be accomplished no later than thirty (30) calendar days from the date the matter was assigned to an arbitrator, subject to the availability of the arbitrator.

## **8.4 MEDIATION OPTION.**

The parties may agree to submit a matter that is pending at Step 2 or 3 for non-binding mediation through the Federal Mediation & Conciliation Service. The parties shall share any costs of the mediation proceeding on the same basis as arbitration proceedings are shared. Mediation

proceedings shall be inadmissible in any subsequent arbitration, except in the case of a dispute arising out of a settlement obtained during the mediation.

#### **8.5 EXPEDITED ARBITRATION.**

The parties may agree to expedited arbitration.

#### **8.6 LIMITS OF ARBITRATOR**

The arbitrator shall have no power to: (1) add to or subtract from, or to modify any of the terms of this Agreement; (2) hear or decide any dispute as to the numbers or classifications of employees needed, at any given time, to provide patient care for the Hospital's patient; (3) arbitrate any matter after this Agreement has expired other than matters which arose prior to the time of expiration of the Agreement. Expenses of the arbitrator and report, if any, shall be shared equally by the parties. However, each party shall bear its own expenses of representation and witnesses. The arbitrator shall render his/her decision within thirty (30) days of the close of the arbitration hearing.

#### **8.7 LABOR MANAGEMENT MEETINGS**

The Vice President of Human Resources, or designee, and hospital management will meet with CNA representatives and Nurse Reps at each of the covered hospitals as mutually agreed from time to time to discuss pending disputes or grievance.

### **ARTICLE 9 HEALTH AND SAFETY**

#### **9.1 Workplace Safety**

The Employer agrees to provide a safe and healthy work environment for RNs. The Employer shall comply with all local, state, and federal laws and regulations concerning workplace safety. In the event that safety laws and regulations differ from the language of this Article, the higher standard shall be in effect. Registered Nurses shall promptly report any safety concerns (including concerns regarding the provision of personal protective equipment required by law) to the Registered Nurse's immediate supervisor who will take prompt and reasonable steps to address such concerns commensurate with the nature/seriousness of the reported concern, the safety and health of the employees, patients, and visitors, as well as other legitimate business needs. If the issue remains unresolved, the nurse may forward the concern to the Professional Performance Committee ("PPC") for evaluation. No Registered Nurse shall be required to work under conditions that would be hazardous to the Registered Nurse's safety in violation of state or federal law. No Registered Nurse will be disciplined or retaliated against for reporting such conditions. Safety concerns or complaints concerning alleged violations of such laws or regulations or compliance with recommendations from the Centers for Disease Control and Prevention may be subject to the grievance procedure herein, but shall not be subject to the arbitration provisions of this Agreement. However, the Union reserves the right to pursue any claimed violation through appropriate administrative procedures available through a federal, state, or local agency

empowered to review such matters.

## **9.2 Committees**

**9.2.1 Professional Practice Committee Role.** The Professional Practice Committee may make recommendations to the Chief Nursing Officer (“CNO”) (or designee) and/or other Hospital Committees, regarding workplace safety and infectious and communicable disease control. Such recommendations from the PPC shall receive due consideration by management and/or other Hospital committees. Such recommendations may include monitoring preparedness and response to an infectious disease outbreak, epidemic, or pandemic, including but not limited to the optimal type and availability of Personal Protective Equipment (PPE); evaluation of the Employer’s exposure control plans and other programs related to infectious diseases; implementation of the plans, programs, procedures, and protocols; the need for off-site emergency triage, immunization, and treatment services; isolation accommodations; and effective communication, education, and training of direct care providers and other frontline staff. To the extent the Hospital establishes a special committee to address infectious disease that includes bargaining-unit RNs, the Union will be notified and may designate a bargaining-unit member to participate.

**9.2.2 Declared Public Health Emergencies:** If the Union requests, within fourteen (14) days of a Public Health Emergency declared by federal, state, or local county officials, the Hospital will meet with the Union to discuss (and bargain over the effects of) the Hospital’s response in regards to the implementation of safety protocols, equipment, and other measures required by applicable federal and California laws and regulations pertaining to occupational safety and health. Thereafter, the PPC may request to meet on an as needed basis. Time spent by the Union representatives in such meetings regarding infectious disease outbreak will be paid at each RN’s regular rate of pay.

**9.2.2.1 Declared Public Health Emergency:** “Declared Public Health Emergency” as used herein means any one of the following declared as response to an infectious disease outbreak of contagious public health threat:

- (a) Federal: “Public Health Emergency” declared by Director of HHS
- (b) Federal: “State of Emergency”
- (c) Federal: “Disaster Declaration” by FEMA
- (d) State: “State of Emergency” by Governor
- (e) Local: “Local State of Emergency” by County body or designated official

**9.2.3** The Hospital will provide the Union with notice of all Safety and Security Committee meetings, and the Union may designate a bargaining unit member to participate.

## **9.3 Infectious and Communicable Disease Control**

**9.3.1** The Hospital shall continue to maintain a program of infectious and communicable disease control. As required by law, regulation or Hospital policy, the



Hospital will continue to provide Hepatitis B & C testing (following exposure), titer testing and vaccines (if needed and available) for coronavirus variants, measles, mumps, chicken pox, rubella and rubeola, TB testing (on employment, following exposure, and annually), and coronavirus testing and vaccinations (following exposure), and HIV testing (following exposure) at no cost to Registered Nurses. The Hospital will also continue to provide chest x-rays, the Heptavax series and flu vaccines as required, at no cost.

**9.3.2**           Unscheduled absences from work due to a confirmed communicable disease as defined by the CDC (e.g., Covid, Flu, infectious tuberculosis) will not be counted as an occurrence provided proper reporting and documentation occurs. Concurrent medical or emergency leaves of absence, if requested, may be available pursuant to Article 12 (Leaves of Absence).

**9.3.3**           Protocols Personal Protective Equipment: The Hospital shall provide patient care, employee safety, and infection prevention protocols, in addition to personal protective equipment (“PPE”), consistent with recommendations from the Centers ~~of~~ for Disease Control and Prevention for infectious diseases and their routes of transmission. Protocols and PPE shall be, at a minimum, the strictest standard among local, state, and federal agency requirements. The Hospital will make every reasonable effort to ensure adequate supplies of new (not reused, for single use) PPE are available. The Employer shall provide protocols and personal protective equipment (PPE) based on the type and nature of the disease. The Employer shall comply with California Assembly Bill 2537 which requires maintenance of a stockpile of protective equipment, which currently includes new, unused PPE in the amount equal to three (3) months of normal consumption, including: N95 filtering face piece respirators, powered air-purifying respirators with high efficiency particulate air filters, elastomeric air-purifying respirators and appropriate filters or cartridges, surgical masks, isolation gowns, eye protection, and shoe coverings.

**9.3.4**           Training and Education: The Hospital shall provide annual information and/or training to Registered Nurses on infectious and communicable diseases to which they may have workplace exposure. Training and education may include interactive hands-on training in donning and doffing of personal protective equipment, facility exposure control plans, and other programs related to infectious and communicable diseases. There will be additional training and education as needed based on new conditions relating to infectious and communicable diseases. No nurse shall be subject to reprisal for raising good faith concerns or questions on the issue of infectious and communicable disease and the protection of nurses therefrom.

**9.3.5**           The Hospital will ensure that all patients are effectively screened for infectious disease as may be required by local, state, and federal laws and regulations.

**9.3.6**           Any RN assigned to a patient who meets the criteria for a Patient Under Investigation (“PUI”) for having an infectious disease will be provided and use the same PPE and precautions as would be used in the case of a confirmed case of the disease.

**9.3.7** The Hospital will ensure nurse staffing assignments minimize the risk of infection to other patients by appropriate use of ~~AHR~~AIIR (negative pressure) rooms or in rooms with HEPA filters at minimum, and cohorting patients where appropriate based on the nature of the disease.

**9.3.8** The Hospital shall comply with California's worker's compensation laws and regulations concerning workplace injuries. In addition, the Hospital will provide supplemental quarantine pay and housing on the same basis as is provided to other hourly non-bargaining unit employees. The Hospital recognizes that some emergencies may be of a traumatic nature. Accordingly, the Hospital will provide mental health resources through its Employee Assistance Program (EAP).

**9.3.9** Consistent with the above provisions, the Hospital ~~with~~will follow requirements established by the CDC or other governmental agencies for conducting medical surveillance, contact tracing, and other similar activities.

#### **9.4 Safe Patient Handling**

**9.4.1** The Facility will comply with Provisions of California Labor Code Section 6403.5 – Hospital Patient and Health Care Worker Injury Protection Act.

**9.4.2** On an annual basis, the Hospital will provide the Union with a list that identifies, and provides the location of, patient handling equipment, including mechanical lifts and/or transfer and repositioning devices.

**9.4.3** The Facility will maintain a Patient Handling program that will:

1. Provide education and training in safe patient handling equipment, including orientation on proper lifting techniques as appropriate;
2. Provide for Facility specific patient handling equipment and encourage employees to use mechanical lifts and/or transfer and repositioning devices where available and to use safe lifting techniques in all other circumstances;
3. Consider input from employees involved in patient handling; and
4. Require adherence to patient handling policies and procedures.

**9.4.4** The Professional Performance Committee is the appropriate forum for nurses to raise safety concerns related to the handling or movement of patients.

## **ARTICLE 10 HEALTH AND WELFARE BENEFITS**

### **10.1 REGULARLY SCHEDULED REGISTERED NURSE**

**10.1.1** A full-time Registered Nurse is one who is regularly scheduled to work eighty (80) hours within a biweekly period. A regularly scheduled part-time RN is one

who is regularly scheduled to work a minimum of thirty-two (32) hours, but less than eighty (80) hours, within a bi-weekly period. When an RN is hired, the RN will be assigned a recorded status (i.e., “0.4, 0.5, 0.6, 0.7, 0.8, 0.9, or 1.0”), based on the regularly scheduled hours for the position to be occupied by the nurse.

**10.1.2** Registered Nurses who are regularly assigned to the night shift with a status of 0.8 shall receive all benefits, including vacation, sick leave and holiday accruals, on the basis of a full-time Registered Nurse.

**10.1.3** For purposes of group insurance participation purposes only (and not for purposes of vacation, sick leave or holiday accrual), RNs working a regular schedule of at least sixty-four (64) hours per bi-weekly pay period will be considered “regular full-time” and RNs working a regular schedule of at least thirty-two (32), but less than sixty-four (64), hours per bi-weekly pay period will be considered “regular part-time.” Regular full-time RNs (as defined in this paragraph) and regular part-time RNs (as defined in this paragraph) will be eligible to participate in the Hospital’s Health and Dental insurance programs as provided below following completion of thirty (30) days of service.

## **10.2 QUALIFYING PERIOD FOR BENEFITS**

The qualifying period for benefits in this Article, unless otherwise specified herein or in relevant plan documents, shall be ninety (90) days.

## **10.3 HEALTH, DENTAL, AND VISION INSURANCE**

Regular full-time and regular part-time nurses (as defined 10.1.3, above), and their spouse and other dependents will be eligible to participate in the Hospital’s Health, Dental, and Vision insurance programs as provided below following completion of thirty (30) days of service.

### **10.3.1 Health Insurance**

All covered hospitals will continue to offer participation in an HMO Plan (currently with Aetna), and HCA PPO Plans (currently with a \$350 Deductible and a \$1,000 Deductible, and the Essential Plan only available to certain PRN and temporary employees).

The Hospitals agree to maintain the actuarial value of the 2022 HMO Plan through December 31, 2022. Thereafter, the Hospitals may reduce the actuarial value of the 2022 HMO plan by up to 1% over the life of this Agreement.

At least three (3) months prior to implementation of the actuarial value deviation to any of the plans offered in this Section, the Hospital shall provide its proposal to the Union. Upon the Union’s request, the Hospital shall meet and confer with the Union over the proposal.

There shall be no obligation to bargain over changes in the HCA PPO Plans and such changes, as well as issues relating to administration of the Plans, shall not be subject to the grievance and arbitration procedures of the Agreement. Provided, the Hospitals

agree that if any changes are made in the HCA PPO Plans which reduce the overall benefits provided by the Plans, or in the event that there are changes in the coverage options offered for the plans, the Hospitals will notify the Union of such changes. Upon written request received within thirty (30) days of such notification by the individual designated by the Hospitals to receive such notice, the Hospitals will bargain with the Union concerning the effects of such changes on bargaining unit employees.

As the charts below demonstrate the costs for coverage under the Hospitals' HMO option (currently Aetna) for full-time RNs and their dependents and to part-time RNs with three (3) consecutive years of service in a full-time or part-time position shall be 50% of the RN Cost Per Pay Period for part-time RNs with less than three (3) consecutive years of service. Any increase in such costs shall be capped at and not exceed 15% of the 2022 cost for coverage.

<b>2022 Rates</b>	<b>Status</b>	<b>EE Only</b>	<b>EE +1</b>	<b>EE+2</b>	<b>EE+3+</b>
Signature Value HMO	F	\$10.87	\$28.35	\$41.14	\$47.05
	P>3 consecutive yrs of service	\$10.87	\$28.35	\$41.14	\$47.05
	P<3 consecutive yrs of service	\$21.78	\$56.72	\$82.33	\$94.12
\$1000 PPO	F	\$30.83	\$111.31	\$139.18	\$163.13
	P	\$187.20	\$398.95	\$498.71	\$574.93
\$350 PPO	F	\$37.42	\$116.31	\$145.47	\$179.60
	P	\$184.63	\$393.00	\$496.41	\$575.17

Through the term of this Agreement, the Hospitals will continue to pay the same percentage of the costs (based on premiums or premium equivalents) for coverage under the Health Plans (HCA PPO Plans) and of the costs (based on premiums or premium equivalents) of the HMO (or equivalent) for part-time employees with less than three (3) years of service.

There will be an annual open enrollment period during which employees may elect to change coverage. An employee may change coverage in the course of the plan year only when precipitated by (and within thirty-one (31) days of) a "family status change" as defined in Section 125 of the Internal Revenue Service Code.

### 10.3.2 Dental

The Hospitals will continue to offer the Delta Dental Premier Plan, the MetLife Preferred Dentist Program (PDP), and the Cigna Dental Maintenance Plan (DMO) (or an equivalent plan) to each full-time and part-time RN, through the term of this Agreement. No changes shall be made in the coverage under the MetLife Dental Preferred Dentist Program, except by mutual agreement of the parties or as imposed by the Plan Provider. However, the Hospital shall have the right to replace the Delta Dental Premier plan with an actuarially equivalent plan at any time during this Agreement’s term without any further obligation to bargain over the decision or its impact.

Through December 31, 2022, the cost of the Hospitals’ DMO option for full-time RNs and their dependents and for part-time RNs with three (3) consecutive years of service in a full-time or part-time position shall be 50% of the RN Cost Per Pay Period for part-time RNs with less than three (3) consecutive years of service. Any increase in such costs shall be capped at and not exceed 15% of the 2022 cost for coverage.

2022 Rates	Status	EE Only	EE +1	EE+2	EE+3+
Cigna	F	\$2.97	\$6.09	\$8.67	\$10.37
	P>3 consecutive yrs of service	\$2.97	\$6.09	\$8.67	\$10.37
	P<3 consecutive yrs of service	\$5.95	\$12.19	\$17.34	\$20.74
Delta Dental	F	\$3.28	\$7.40	\$10.52	\$13.45
	P	\$8.35	\$21.66	\$30.58	\$33.96
MetLife	F	\$2.61	\$6.84	\$9.59	\$14.42
	P	\$6.61	\$13.99	\$19.61	\$27.85

The Hospitals will continue to pay the same percentage of the costs (based on premiums or premium equivalents) for coverage under the Dental Plans (MetLife PDP and the Delta Premier Plan) for part-time employees with less than three (3) years of service.

The cost of the Hospitals’ DMO option will be paid by employees regardless of status or years of service.

### 10.3.3 Vision

The Hospitals will continue to provide the existing Vision Service Plan (VSP) (or equivalent plan) through the term of this Agreement.

The costs of the Hospitals' VSP vision option for full-time RNs and their dependents and to part-time RNs with three (3) consecutive years of service in a full-time or part-time position shall be 50% of the RN Cost Per Pay Period for part-time RNs with less than three (3) consecutive years of service as set forth below. Any increase in such costs shall be capped at and not exceed 15% of the 2022 cost for coverage.

2022 Rates	Status	EE Only	EE +1	EE+2	EE+3+
VSP Vision	F	\$1.70	\$3.71	\$3.71	\$3.71
	P>3 consecutive yrs of service	\$1.70	\$3.71	\$3.71	\$3.71
	P<3 consecutive yrs of service	\$3.39	\$7.41	\$7.41	\$7.41

Through the term of this Agreement, the Hospitals will continue to pay the same percentage of the costs (based on premiums or premium equivalents) for coverage under the Vision Service Plan (or equivalent) for part-time employees with less than three (3) years of service.

The employer may, in its discretion, offer any other vision plans. If such plans are offered, there shall be no duty to bargain over any aspect of the plans, including plan administration, changes in such plans, or elimination of such plans.

#### **10.4 LONG TERM DISABILITY PLAN**

The Hospitals shall continue to make the HCA Long Term Disability Plan available for purchase through payroll deduction by eligible full-time nurses, on the same basis as the Plan is offered to non-bargaining unit employees, according to the terms of the Plan.

#### **10.5 LIFE INSURANCE**

The Hospitals shall continue to provide eligible regular full-time and regular part-time Registered Nurses with life insurance coverage and Accidental Death and Dismemberment (AD&D) insurance coverage in an amount equal to the nurse's basic annual earnings, rounded to the next higher \$1,000.00 (not to exceed \$15,000 for part-time nurses). Such coverage shall be provided under the HCA Life and AD&D plan provided to non-bargaining unit employees.

#### **10.6 COREPLUS BENEFITS, HCA EMPLOYEE HEALTH ASSISTANCE FUND, AND HCA 401(K) PLAN**

The Hospitals shall continue to offer participation in the CorePlus Benefits, and in the HCA Employee Health Assistance Fund, and the HCA 401(k) Plan, to full-time and part-time RNs on the same basis as participation is offered to non-bargaining unit employees. The parties understand that, given the national nature of these plans, that the Hospitals have no duty to bargain with the

Union over any aspect of the plans, including plan administration, changes in the plans, or elimination of the plans.

#### **10.7 RETIREMENT PROGRAM: RNS EMPLOYED IN THE BARGAINING UNIT AS OF AUGUST 31, 2013**

Registered Nurses in the bargaining unit whose age and years of vesting service added up to sixty-five (65) or more as of August 31, 2013, and had not irrevocably elected to participate in the 401(k) employer-matching, shall be eligible to continue to participate in the San Jose Pension Plan under the terms then in effect (i.e., on the basis of the 2002 collective bargaining agreement (and subsequent collective bargaining agreements through June 30, 2012) as extended by the parties, and the unpublished side letter between the Hospitals and the Union Dated August 21, 1999). These RNs will also remain eligible to make voluntary contributions to the HCA 401k Plan in accordance with the terms of the HCA 401k Plan, but will not be eligible to receive employer matching contributions to the HCA 401k Plan.

Registered Nurses in the bargaining unit who had not attained sixty-five (65) combined years of vesting service and age as of August 31, 2013 will continue to have their accrued benefit in the San Jose Pension Plan preserved at then current levels (frozen). They will continue to be offered the opportunity to receive employer-matching contributions in the HCA 401k Plan in accordance with the terms of the 401k Plan.

Registered Nurses in the bargaining unit who were eligible to continue to participate in the plan (i.e., met the Rule of 65) had a one-time opportunity to switch to receive matching contributions in the HCA 401k instead, in the same manner as those employees who were not eligible (i.e., didn't meet the Rule of 65). An election to switch to the 401k must have been in writing, in a format acceptable to the plan administrator, and shall be irrevocable.

Any benefits bargaining unit RNs and RN retirees have earned in the San Jose Pension plan, including disability (for participants with at least 5 years of covered service after January 1, 2003, who become disabled within the meaning of the Federal Social Security Act) and early retirement benefits (at age 55 with 5 years of service with normal retirement benefit reduction or for those whose age and years of service following January 1, 2003, equal 85 or more with no reduction in benefits), prior to August 31, 2013 regardless of their age or years of vested service will not be reduced or eliminated during the lifetime of these employees/retirees.

RNs who have not attained sixty-five (65) combined years of vesting service and age as of August 31, 2013, will be eligible to receive (or have their beneficiaries receive) their vested benefits at the time they retire, become disabled or die in accordance with the rules of the plan.

RNs who have not attained sixty-five (65) combined years of vesting service and age as of August 31, 2013, will continue to earn service credit for periods of employment after August 31, 2013, for the following two purposes: (a) those who complete 5 years of vesting service at any HCA affiliate before terminating employment will have a vested right to their pension benefit accrued through August 31, 2013; and (b) for purposes of eligibility for unreduced early retirement, RNs will continue to receive service credit for periods of employment after August 31, 2013 at any HCA affiliate and upon attaining combined age and service credit of eighty-five (85)

and satisfying the other requirements for a Rule of 85 Early Retirement Pension under the terms of the San Jose Pension Plan, shall be entitled to early retirement without reduction in benefits based on the pension benefit they accrued as of August 31, 2013.

#### **10.8 RETIREMENT PROGRAM: RNS NOT EMPLOYED IN THE BARGAINING UNIT AS OF AUGUST 31, 2013**

Bargaining unit RNs hired after August 31, 2013 will not be eligible to participate in the San Jose Pension Plan but will instead be offered the opportunity to participate in the HCA 401k Plan and to receive employer matching contributions in the HCA 401k plan in accordance with the terms of the 401k Plan.

#### **10.9 MEDICAL AND VISION AND DAY CARE SPENDING ACCOUNTS**

Full-time Registered Nurses will be eligible to participate in the HCA Medical and Vision and Day Care Spending Accounts and Part-time Registered Nurses will be eligible to participate in the HCA Day Care Spending Account Program, on the same basis as non-bargaining unit employees. There shall be no obligation to bargain over changes in the HCA Flexible Spending Accounts Program or over issues relating to administration of the Program and the Program and its elements shall not be subject to the grievance and arbitration procedures of this Agreement.

#### **10.10 PHARMACY DISCOUNT (GOOD SAMARITAN HOSPITAL ONLY)**

The Hospital shall provide Nurses "at cost" rates on prescription drugs purchased for their use, or the use of qualified dependents, through the Hospital's pharmacy, when the prescription is not a covered item under the health plan chosen by the employee, whether or not the deductible has been met. The Hospital will make reasonable efforts to fill orders received through this program within twenty-four (24) hours of receipt (excluding weekends and holidays).

#### **10.11 RETIREE HEALTH BENEFITS**

##### **10.11.1 Early Retirement**

Registered nurses who retired on or after January 1, 2000 and before January 1, 2003, after the attainment of fifty-five (55) years of age and ten (10) years of continuous service as a full-time or regular part-time employee shall be eligible to continue health benefits coverage under the Hospital's HMO(s) and at the same premium rate(s) as is offered to employees under the Consolidated Budget Reconciliation Act of 1985 ("COBRA"). Such nurses shall be eligible to continue such HMO health benefits during the term of this Agreement until the nurse becomes eligible for Medicare, whichever occurs first. Premiums for such eligible retirees may be adjusted from time to time on the same basis that COBRA premiums are adjusted for employees.

Registered nurses who retired on or after January 1, 2003, will be eligible for retiree health insurance coverage through the term of this agreement, on the following basis.

- a) Eligibility: Registered Nurses who are not Medicare eligible, who retire at or after age 55 with 10 years of continuous service in a full-time or part-



time position immediately preceding retirement. Eligibility for this benefit ends when the nurse becomes eligible for Medicare.

- b) Benefit: Continue individual HMO coverage under Retiree Health HMO with benefits equivalent to the HMO for active employees
- c) Cost for Coverage:

Years of unbroken service in full-time or part-time position immediately preceding retirement	Percentage of Total Cost (based on premiums or premium equivalents) of Coverage Paid by Employee
10	100%
15	75%
20	50%
25	25%

**10.11.2 Medicare Part B Coverage and Medicare Supplement Insurance Reimbursement**

The following benefit will be in effect during the term of this Agreement. Registered Nurses participating in this benefit as of the effective date of this Agreement and those who first retire or change from full-time or part-time to per diem at or after age 65 with at least 25 years of service, the last fifteen (15) of which immediately prior to retirement or change to non-benefited status were in a full-time or part-time capacity, will be eligible for reimbursement for the costs of Medicare Part B coverage and for Medicare Supplement Insurance on the following basis:

**10.11.2.1** In each year of the contract, each Hospital will reimburse RNs (in the aggregate) who qualify for reimbursement (as set forth in 3 - 6, below) up to the amounts set forth below.

\$90,000 (GSH)

\$60,000 (RMC)

**10.11.2.2** Expenses eligible for reimbursement are the cost of Medicare Part B and 50% of the cost of a Medicare Supplement Policy for the period covered by this contract.

**10.11.2.3** Maximum reimbursement in any quarter for any individual RN will be \$450.00.

**10.11.2.4** Reimbursement will be made on a quarterly basis for costs incurred, and paid for, during the prior quarter. Proof of both charges and payment will be required for reimbursement.

**10.11.2.5** In the event that any hospital spends 80% of its allocation for a given period, the hospital will notify CNA and the RNs who are currently receiving

reimbursement. At that point, reimbursement will occur only at the end of the period (6/30/23, 6/30/24, or 6/30/25). If, at the end of the period, remaining reimbursable expenses exceed the Hospital's allocated maximum, then reimbursement will be reduced pro rata, with reimbursement of Medicare Part B costs given preference over reimbursement for Supplemental Insurance.

**10.11.2.6** Nothing in 11.11.2 creates any obligation to any individual that extends beyond the term of this Agreement and the payments called for herein shall not continue beyond the term of this Agreement unless the parties agree (in writing) to extend such payments in the future.

**10.11.2.7** Eligible RNs may only exercise their election to participate in this plan within thirty (30) days of eligibility by notification to Human Resources.

## **ARTICLE 11 HOURS**

**[SEE APPENDIX F, SIDE LETTER REGARDING ARTICLE 19.3.5]**

### **11.1 WORK DAY**

The normal work day for a full-time Registered Nurse is eight (8) hours within a twenty-four (24) hour period.

### **11.2 WORK SCHEDULE**

The normal work schedule for a full-time Registered Nurse is eighty (80) hours in a bi-weekly period.

It is agreed that the current Agreement will remain in full force and effect unless the parties mutually agree to the proposed alternative work schedule.

### **11.3 POSTING OF WORK SCHEDULE**

Registered Nurses' work schedules and days off must be posted at least fourteen (14) days in advance of their commencement. Any scheduled change with less than fourteen (14) days notice will require notification and approval of the Nurse. In development of the schedule, priority for scheduling shall be given first to regular full and part-time RNs, then to Per Diem RNs, and lastly to Travelers. Provided, such priority may not result in unnecessary overtime or premium pay (as between full-time, part-time, and per diem staff). Full and part-time RNs seeking to schedule hours in excess of their status and per diems, shall have priority over Travelers only if such preference will not result in overtime, premium pay, or an inability to utilize the Traveler up to the Traveler's commitment. All status nurses shall be allowed the opportunity to input a preferred work schedule the first fourteen (14) days the schedule opens. Seniority may be utilized to resolve ~~the tie~~ breakers in the development of the schedule so long as required skill mix and competencies are met for the shift.

Registered Nurses must arrange for satisfactory coverage if she/he desires a change in the schedule after the schedule has been posted. Any change so arranged must be approved by the Nurse's immediate supervisor. Approval shall not be denied if such coverage is arranged, so long as the covering employee is fully qualified for the duties, agrees to work the exact shift of the schedule employee, and the substitution will not, based on existing schedules and hours worked, result in unnecessary overtime or premium pay. Such changes shall not be denied, however, simply because the employee providing the coverage is a per diem employee or because the employee providing the coverage is an 8-hour employee covering a twelve-hour shift. Provided, such change may be denied if the employee has previously declined a specific request to work the shift or previously communicated a specific unavailability to work the shift.

#### **11.4 WEEKENDS OFF**

**11.4.1** A weekend means Saturday and Sunday, except for the night shift where it means Friday and Saturday.

**11.4.2** Full-time and part-time Registered Nurses covered by this Agreement with five (5) or more years of seniority will work no more than twenty-four (24) scheduled weekends per calendar year. Registered Nurses with less than five (5) years of seniority will work no more than twenty-six (26) scheduled weekends per calendar year. Nurses will receive credit for one (1) weekend worked for each full week of vacation taken in any one (1) calendar year, if the vacation includes a weekend that the nurse would normally have been scheduled to work had the nurse not been on vacation. Nurses with five (5) or more years of seniority as of January 1, who have been scheduled to work eleven (11) or more weekends as of July 1, will (if necessary) have two (2) extra weekends off assigned at the discretion of nursing supervision in order to meet the requirements of this Section. Unless agreed to in writing by the Registered Nurse, a full-time or part-time Registered Nurse will not be required to work consecutive weekends (except as set forth in 12.4.3. Days without pay requested by the Hospital that fall on a weekend will not be required to be made up.

**11.4.3** In order to maintain a safe patient environment the employer may from time to time need to adjust the rotation of the pattern of weekends off (i.e. switch an RN's weekend) in order to accommodate required skills or competency. If this need arises, the employer will request volunteers first. If no one volunteers, the least senior RN with the required skills/competencies will be rotated to the weekend needing such skills/competencies until the need no longer exists.

This section does not preclude an RN from fulfilling his/her holiday obligation on his/her weekend off.

**11.4.4** In the event a Registered Nurse is on leave of absence for thirty (30) days or more during one (1) calendar year, such Registered Nurse shall be given credit towards weekends worked on a prorated basis. If a Registered Nurse works one (1) shift on a weekend as defined above, such work shall be credited as one-half (½) a weekend worked. Registered Nurses who are scheduled to work weekends and do not report for work shall not receive credit towards weekends worked.

**11.4.5** Full-time or part-time Registered Nurses may work more than the number of weekends required by Section 11.4.2 at their option. It shall not be the RN's responsibility to find coverage for any weekends not worked while she/he is on vacation.

**11.4.6** The Hospital will not post any additional rotating shifts and will not fill vacant rotating shift positions with a new RN on a permanent basis. RNs currently employed in a rotating shift position may continue until that nurse terminates employment or transfers to a new position.

**11.4.7** The Hospital may post a full-time, part-time, or per diem position as a "Weekend" position and the limits on weekend work in this Article shall not apply to nurses taking such positions.

## **11.5 MEAL PERIODS/REST PERIODS**

### **11.5.1 Meals and Break Penalties**

Full-shift nurses who are scheduled to work eight (8) hours within a spread of eight and one-half (8½) hours shall receive a thirty (30) minute meal period which shall not be paid for. In the event that the RN is not relieved from all duties for such meal periods, the RN shall receive an additional one (1) hour of pay at his/her regular rate of pay (as required by law) in addition to any applicable overtime.

An RN shall be provided a fifteen (15) minute paid rest break for every four (4) hours worked, which will be provided as near as possible to the middle of the four (4) hour period. In the event that the RN is not provided one or more of his/her breaks, he/she shall receive an additional one (1) hour of pay at his/her regular rate of pay (as required by law).

It is the intent of the parties that this provision be enforced and interpreted to reflect State of California legal requirements.

The Hospital will utilize break nurses where appropriate. If the break nurse is anticipated to be pulled into care for more than four (4) hours of a shift, the Hospital will attempt to obtain a replacement break relief nurse for the unit, even if doing so would result in premium pay.

### **11.5.2 Meal and Break Relief**

The Hospitals and CNA recognize the importance of providing RNs with meal periods and breaks as required under CA law and this Agreement. In furtherance of this recognition, the Hospitals agree as follows:

1. The staffing plan shall provide for nurses to take meal and rest breaks in compliance with section 30.2.9.

2. Staffing levels shall take into account all admissions including expected and forecasted admissions and discharges. If there are patients that will be admitted or transferred into a unit within four (4) hours of the beginning of the shift those patients will

be counted in the unit census such that staffing levels remain compliant with California law. If a pattern indicates that a hospital's staffing plan does not provide for nurses to take meals and breaks or expected admissions and discharges and the issue is not resolved by the manager, an RN in the affected nursing unit or a member of the Staffing Issues Committee may raise the issue for resolution as described in Article 30, Section 30.2.3.

3. The Hospitals and the Union are aware that there are currently significant RN staffing shortages across the Hospitals that impact meal and break relief. It is each Hospital's goal to reduce the number of times meal and break relief RNs are required to go into patient care. In furtherance of this goal, the Hospitals commit to post positions to fill 34 RN FTEs (across the 2 Hospitals) to support enhanced meal and break relief and will aggressively pursue recruitment, hiring, and onboarding of RNs to address such staffing needs. During any time the RN assigned to provide meal and break relief is not providing breaks, the RN may support RNs in the department with direct patient care assignments.

4. The Professional Performance Committee may request in writing to meet with the Chief Nursing Officer ("CNO"), or ACNO, to review the staffing plans for break relief as noted above, at the next scheduled PPC meeting, unless the parties agree to an earlier date. Consistent with Article 30.1.1, PPC members shall be paid their regular rate of pay for all hours spent in the meeting.

## **11.6 SCHEDULING OF PER DIEMS**

**11.6.1** Per Diem nurses shall submit availability in writing to the appropriate Nurse Manager (or designee) as far in advance as possible, but no less than 3 weeks prior to the start of the schedule.

**11.6.2** Per Diem nurses must be available for four (4) shifts of at least eight (8) hours for each four (4) week schedule, of which at least two (2) are weekend shifts (to the extent there is a need for weekend coverage in the per diem's home department).

**11.6.3** All Per Diem nurses are required to work at least 2 holidays per year, one of which must be Thanksgiving, Christmas Day or New Year's Day. Shifts for holiday premium pay are paid in accordance with Section 19.2.2.

**11.6.4** Per Diem nurses are hired into a "home" department and may be required to float to a department within their division as described in Section 26.3.2 or as set forth in Appendix E. Per Diem nurses have no guarantee of hours and use of such nurses shall be at the complete discretion of the Hospital.

**11.6.5** Per Diems may work (by mutual agreement) shifts from four (4) to 12.5 hours in length (including lunch breaks).

**11.6.6** A Per Diem nurse who fails to work at least 100 hours in any 6 month period may be considered to have voluntarily resigned his/her employment. Scheduled shifts that are cancelled by the Hospital will be counted towards the 100 hours requirement. A nurse who is terminated under this provision may request a review of the termination by the

Director of Human Resources and the Chief Nursing Officer within twenty-one (21) days of notification of the termination. The decision of the Director of Human Resources and Chief Nursing Officer will be final.

## **11.7 ON-CALL SCHEDULING**

**11.7.1** It is understood that in some units, nurses are required to be on-call. On units where on-call (a/k/a) standby is required:

**11.7.1.1** A job posting for a vacant position in such department will indicate that on-call is a requirement of the position. Appropriate job descriptions will be updated to include on-call as a requirement.

**11.7.1.2** On-Call schedules shall be posted no less than fourteen (14) days in advance.

**11.7.1.3** Once posted, on-call schedules shall not be changed without the consent of the affected RNs.

**11.7.2** A Registered Nurse who is assigned to on-call status will be guaranteed a minimum of two (2) hours work or call-back pay when he/she is called in by the department Director or his/her designee.

**11.7.3** In units where there is no required standby/on-call, current unit practice shall remain in place.

## **ARTICLE 12 LEAVES OF ABSENCE WITHOUT PAY**

### **12.1 FAMILY CARE LEAVE**

#### **12.1.1 General**

The Employer will comply with the provisions of the California Family Rights Act, as amended, and with the provisions of the federal Family and Medical Leave act, as amended, for eligible employees. In the event, the provisions of this Agreement provide additional benefits above those required by law, this Agreement shall govern. The federal Family Medical Leave Act may also provide additional benefits, for example, for members of the Armed Forces and their families, which are not discussed in this Agreement.

#### **12.1.2 Eligibility**

An employee with at least one (1) year's service, who has at least one thousand two hundred fifty (1,250) hours of service during the previous twelve (12) month period, will be eligible for up to a total of twelve (12) weeks of leave within a twelve (12) month period under the California Family Rights Act (CFRA) (Government Code Section 12945.2) and/or the federal Family and Medical Leave Act (FMLA) of 1993, for the purpose of caring for a newborn or newly adopted child or to care for a child, parent or spouse with a

serious health condition, or because of the nurse's inability to perform the essential duties of her job due to her own serious health condition (under California Family Rights Act, for reasons other than pregnancy). Leave taken under the California Family Rights Act shall run separately from leave taken under the California Pregnancy Leave Act, but shall otherwise run concurrently with leave taken under the Federal Family and Medical Leave Act. Nurses taking leave for the birth or placement of a child may take no more than two (2) periods of such leave in increments of less than two (2) weeks. Leave taken in connection with a serious health condition may be taken intermittently (i.e., in separate blocks of time) or by reducing the nurse's normal work schedule, when such measures are medically necessary. However, the Hospital retains sole discretion to temporarily transfer any nurse who requests either intermittent leave or a reduced schedule to a position which better accommodates recurring periods of leave than the nurse's regular position. Any such transfer will be to a position with equivalent pay and benefits.

### **12.1.3 Notice and Certification**

Nurses seeking to use family care leave shall be required to provide: (1) thirty (30)-day advance notice when the need for the leave is foreseeable; (2) medical certification (both prior to the leave and prior to reinstatement); (3) periodic re-certification; and (4) periodic reports during the leave. A medical certification issued by a health care provider of a nurse's spouse, child or parent with a serious health condition must state the date on which the serious health condition commenced, the probable duration of the condition, an estimate of the amount of time the provider believes the nurse needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of the nurse to provide care. A medical certification issued by a health care provider treating a nurse's own serious health condition must state the date on which the condition commenced, the probable duration of the condition, and that the nurse is unable to perform the function of his or her position. The Hospital may require any nurse taking leave due to his or her own health condition to obtain a second and, if necessary, third medical opinion.

When leave is needed to care for an immediate family member or the nurse's own serious health condition, and is for planned medical treatment, the nurse must try to schedule treatment so as not to unduly disrupt the Hospital's operation.

### **12.1.4 Compensation During Leave**

In the case of family leave due to the nurse's own serious health condition, a nurse who has accrued vacation and sick leave must use that leave to cover as much of the leave as possible (including coordination with state disability leave benefits).

In the case of family leave due to the serious health condition of a child, parent or spouse, the nurse may use sick leave (as set forth in 19.3.6) and must use accrued vacation to cover as much of the leave as possible that would be otherwise unpaid (including coordination with California Family Leave Temporary Disability Insurance benefits).

### **12.1.5 Benefits During Leave**

The Hospital will maintain group health insurance coverage for a nurse on family care leave for up to a maximum of twelve (12) work weeks if such insurance was provided before the leave was taken and on the same terms as if the nurse had continued to work. In some instances, the Hospital may recover premiums it paid to maintain health coverage for a nurse who fails to return to work following family care leave.

Nurses on family care leave shall neither accrue nor forfeit any benefits during the unpaid portion of their leave.

### **12.1.6 Job Reinstatement**

Except as authorized by state and federal law, a nurse returning from family care leave will be reinstated to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

## **12.2 PREGNANCY LEAVE**

### **12.2.1 General**

The Employer will comply with the provisions of the California Pregnancy Leave Act, as amended, for eligible employees. In the event, the provisions of this Agreement provide additional benefits above those required by law, this Agreement shall govern. The California Pregnancy Leave Act, as amended, may also provide additional benefits, which are not discussed in this Agreement.

### **12.2.2 Employee Eligibility**

A nurse, without regard to her length of service, who is unable to work as a result of pregnancy will be entitled to a leave of absence for the period of her disability under the same terms as applicable to general medical leave. Pregnancy leave under the California Pregnancy Leave Act shall run concurrently with leave under the federal Family and Medical Leave Act for employees who are eligible for such leave, but shall not run concurrently with leave taken under the California Family Rights Act. Pregnancy leave for employees who are not eligible for FMLA leave will be governed by the same rules as are applicable to general medical leaves, except for reinstatement as set forth below.

### **12.2.3 Notice and Certification**

Nurses requesting Pregnancy Leave shall be required to provide: (1) thirty (30) day advance notice when the need for the leave is foreseeable; (2) medical certification (both prior to the leave and prior to reinstatement); (3) periodic re-certification; and (4) periodic reports during the leave. A medical certification must state the date on which the nurses' pregnancy precluded the nurse from performing essential functions of her job and the anticipated period during which the nurse will remain unable to perform such duties as a consequence of her pregnancy. The Hospital may require any nurse taking pregnancy leave



to obtain a second and, if necessary, third medical opinion as to the nurses' ability or inability to perform the essential functions of her job due to her pregnancy.

#### **12.2.4 Compensation During Leave**

Pregnancy Leave is unpaid. However, any nurse who has accrued sick leave and unused vacation and holiday time must exhaust such benefit time before going on unpaid leave.

#### **12.2.5 Benefits During Leave**

The Hospital will maintain group health insurance coverage for an eligible nurse choosing to take Family and Medical Leave Act leave for up to a maximum of twelve (12) work weeks if such insurance was provided before the leave was taken and on the same terms as if the nurse had continued to work. In some instances, the Hospital may recover premiums it paid to maintain health coverage for a nurse who fails to return to work following Family and Medical Leave Act leave. Continuation of insurance coverages for nurses choosing to take leave pursuant to the California Pregnancy Leave Act will be governed by the same rules as are applicable to General Medical Leaves.

Nurses on pregnancy leave shall neither accrue nor forfeit any benefits during the unpaid portion of their leave.

#### **12.2.6 Job Reinstatement**

A nurse returning from pregnancy leave taken under the California Pregnancy Leave Act who applies for reinstatement within four (4) months from the date her disability began (or if the nurse has been continuously disabled, within four (4) months post partum) will be reinstated to her former position or to a similar position. Re-employment following a pregnancy leave in excess of such period is subject to the same terms as applicable to re-employment following a General Medical Leave, unless the extended pregnancy leave is covered by federal Family and Medical Leave Act leave.

### **12.3 MEDICAL LEAVES OF ABSENCE**

#### **12.3.1 Eligibility**

Any nurse who, as a result of a medical disability, becomes unable to perform the duties of his or her position for seven (7) calendar days, who is not eligible for Family Care leave, or who has previously exhausted his/her leave entitlement under Family Care leave, may be eligible for placement on a medical leave of absence for up to six (6) months (including any prior Family Care or Pregnancy leave) with a doctor's written certificate of disability. Any nurse who is granted a Medical Leave of absence must utilize any accrued sick leave and vacation or holiday time, prior to going on unpaid Medical Leave.

### **12.3.2 Duration of Leave**

A Medical Leave of absence may be granted for up to six (6) months (including any period of Family Care Leave or Pregnancy Leave). Requests for extensions of a Medical Leave of absence will be considered if they are received by the Hospital in writing before the expiration of the approved leave, are supported by proof of continued disability in the form of a physician's statement, and that do not cause the total period of absence to exceed six (6) months, unless additional leave is required by law. A nurse who fails to report to work immediately following the expiration of an approved leave will be deemed to have voluntarily resigned.

### **12.3.3 Benefits**

Health and life insurance benefits ordinarily provided by the Hospital and for which the nurse is otherwise eligible, will be continued through the end of the month in which any portion of the leave is covered by sick leave, vacation, or holiday pay, thereafter such coverages will be continued if the nurse elects to pay the full costs of such coverage. Other benefits, such as vacation, sick leave and holiday pay, will not accrue while the nurse is on unpaid Medical Leave.

### **12.3.4 Notice And Verification**

A nurse who requires a leave of absence for medical reasons must notify the Hospital in writing of the need for such a leave as soon as the nurse learns that he or she is, or will become, temporarily disabled and unable to work for more than seven (7) calendar days due to a medical condition. Such notice must specify the reason for the leave, the date such leave will begin, and the expected duration of the disability. The notice must be accompanied by a physician's statement that verifies the existence of the medical condition, the anticipated duration of the disability, and the dates the leave is expected to begin and end. A nurse who requests such leave may be required to provide additional physician's statement from time to time thereafter in order to provide updated information regarding the nurse's condition. Before returning to work from a Medical Leave of absence, a nurse must provide a physician's statement that indicates that he or she is fit to return to work.

### **12.3.5 Reinstatement**

Except as authorized by state and federal law, a nurse who returns to work at the end of a Medical Leave of absence of one hundred twenty (120) calendar days or less, will be returned to his or her former position. A nurse who returns to work at the end of a Medical Leave of absence of more than one hundred twenty (120) days will be returned to his or her former position, if available, or will be offered the first available opening in a comparable position for which he or she is qualified.

## **12.4 ASSOCIATION LEAVE**

**12.4.1** If an RN is elected or appointed to a position in CNA, the nurse will be granted a leave of absence upon request.

**12.4.2** If the leave is for sixty (60) days or less, the nurse shall be reinstated to his/her original position.

**12.4.3** If the leave is longer than sixty (60) days, the nurse shall be reinstated to his/her original position if the position is available. If the RN's original position is not available, the RN will have priority for any available positions for which the RN is qualified.

**12.4.4** A hospital shall not be obliged to grant more than three (3) leaves (an absence in excess of seven (7) calendar days) under this Article in a twelve (12) month period for the same nurse.

**12.4.5** An RN who requests a leave of absence under this Section shall request the leave as soon as the RN learns of the need for the leave.

**12.4.6** Requests for time off under this Section for periods of seven (7) days or less which are submitted with less than two (2) weeks notice will only be granted if coverage can be found for the period requested. However, the limitation in this paragraph will not apply to RNs elected or appointed to a regional or state-wide CNA board/committee if they do not have two (2) weeks notice of the need for such time off for performance of duties related to such position.

**12.4.7** Upon at least thirty (30) days advance written notice from the Association and the Nurse, one RN per facility shall be granted an extended leave of absence without pay to engage in Association business for up to two (2) years. During the leave of absence, the employer shall in no way be obligated to provide pay or benefits to the Nurse. At least forty-five (45) calendar days prior to the completion of the stated term of the leave, the Association and the Nurse shall notify the employer of the Nurse's intent to return to work. Upon return, the nurse shall be reinstated to the same position at the step at which he/she left, if available. If the RN's position is not available, the RN will have priority for any available positions for which the RN is qualified.

**12.4.8** No more than one nurse from the same unit and no more than two (2) nurses from the same Hospital shall be granted any Association leave at a given time.

## **12.5 OTHER LEAVES**

**12.5.1** Registered Nurses with one (1) or more years of continuous service may be granted leaves of absence for up to four (4) months without pay. Such leaves shall be subject to hospital approval and shall not be unreasonably denied. Participation in humanitarian relief programs such as RNRN, shall be an eligible basis for consideration for a personal leave of absence.

### **12.5.2 Request Procedure**

Request for such leaves shall be in writing and set forth the details of the leave. The hospital's authorization of the leave must also be in writing. (In the event of a bona fide

emergency, verbal request and verbal authorization will suffice, but such leaves of absence must be confirmed in writing within a reasonable time after the emergency.)

### **12.5.3 Extension**

Such leaves may be extended for a period that does not cause the total leave to exceed six (6) months for good cause.

## **12.6 WORKERS COMP LEAVE**

A nurse who has work-related illness or injury may be eligible for Family Care Leave and/or a Medical Leave of Absence. Such a nurse will be eligible for an extended Medical Leave of Absence up to the point at which the nurse's recovery is determined to be "permanent & stationary". A nurse returning from a Medical Leave of Absence in excess of 120 days, but less than 365 days, for a work-related illness or injury for which a workers compensation claim was filed within 120 days of the commencement of the leave, shall be returned to his/her former position, if available, or to a position with the same status in his or her department provided the nurse is capable of performing the duties of such job with or without any legally required accommodation.

Nurses on leave of absence for such work-related injuries will be eligible to continue health insurance coverages at the same rates applicable for such coverages to nurses actively at work, for up to 12 months from the date of the commencement of the leave (including any Family Care Leave). Thereafter, such coverages may be continued as provided through COBRA. Other benefits, such as vacation, sick leave and holiday pay, will not accrue while the nurse is on unpaid leave.

## **ARTICLE 13 MANAGEMENT RIGHTS**

Except as specifically abridged by express provision of this Agreement, nothing herein shall be interpreted as interfering in any way with the Hospital's right to determine and direct the policies, modes and methods of providing patient care, to decide the number of employees that may be assigned to any shift or job, or the equipment to be employed in the performance of such work, to employ registry or traveling nurses when necessary to supplement staffing, to float employees from one working area to another working area to perform duties for which they are competent (within the meaning of Title 22), or to determine appropriate staffing levels, to determine the number, location and types of facilities, to select, hire, and train employees, and to discipline and discharge employees for just cause, to adopt, add to, amend, change or rescind any reasonable hospital work rules, and to install or maintain security cameras to provide for the safety and security of Hospital patients, visitors, vendors, and employees and their property. Thus, the Hospital reserves and retains, solely and exclusively, all of the rights, privileges and prerogatives which it would have in the absence of this Agreement, except to extent that such rights, privileges and prerogatives are specifically abridged by express provisions of the Agreement. The hospitals shall have no duty to bargain with the union over the exercise of the management rights set forth in this section. It is understood that nothing in this Agreement shall preclude Registered Nurses employed in supervisory or managerial positions from performing clinical nursing work.

Provided, supervisory or managerial positions will not be created for the purpose of reducing bargaining unit positions.

## **ARTICLE 14 MEMBERSHIP**

### **14.1 MEMBERSHIP**

**14.1.1** It shall be a condition of employment that all Registered Nurses of the Hospitals covered by this Agreement shall remain members of the Association in good standing and those who are not members shall become and remain members in good standing of the Association within thirty (30) days of employment.

Provided, however, that Registered Nurse unit members employed at San Jose Medical Center, Regional Medical Center of San Jose, or at the Good Samaritan Hospital on or before April 9, 1982 who chose the option of not joining the CNA under the terms of this section may continue such status during the term of this Agreement but will be obligated to tender service fees (agency fee) under the provision of this Agreement.

**14.1.2** Employees who are required to maintain membership and fail to do so, employees who are required to join the Association and fail to do so, and employees who are obligated to tender agency fees and fail to do so shall upon notice in writing from the Association to the hospital be given fourteen (14) days' notice of termination or shall be allowed to resign with proper notice to the facility.

### **14.2 NEW EMPLOYEE**

When a Registered Nurse covered by this Agreement is employed, the hospital at which s/he is employed shall deliver to the Nurse a written notice stating that the hospital recognizes the Association as the agent representing its Nurses and shall quote in full this Article of this Agreement. Each hospital will deliver to the Registered Nurses entering the bargaining unit during Nurse Orientation a written packet supplied by CNA describing CNA procedures and administrative functions.

The Hospital shall allot up to fifteen (15) minutes during or at the end of general orientation for a brief information presentation by Association Representatives or Nurse Representatives to be designated by the Association. If the size of the general orientation meeting exceeds ten (10) registered nurses, the Association shall be allotted up to thirty (30) minutes at the end of the session. Up to two (2) Nurse Representatives may seek release from work consistent with Facility/Department – specific processes to participate in orientation. The Chief Nurse Representatives released from work or attending on a day she/he is not scheduled to work shall be paid in accordance with Article 1.2.4. The parties understand that the purpose of this meeting is to present non-controversial information concerning the Association to the orientees, and that management may be present during such presentations. Orientees who choose to attend will be paid for such time at their straight time hourly rates. In January of each calendar year, the Hospital will provide the Union with a schedule of general orientation sessions for the year. Further, the

Hospital will provide the Union with notice of any schedule change at least two (2) weeks in advance, or as soon as sessions are scheduled if scheduled less than two (2) weeks in advance. In addition, the Hospital will provide the Union with its good faith estimate of the number of orientees expected to attend, including the new employee's name, unit assigned, and phone number, when provided, no later than forty-eight (48) hours before a scheduled orientation.

The Hospital will give the designated nurse representative schedule to attend the orientation reasonable advance notice if the orientation program is progressing ahead of schedule. The Union may file a grievance under this Section if there has been a pattern of arbitrary and capricious failure to provide notification, as required above.

### **14.3 LIST OF NURSES**

Upon execution of this Agreement, each hospital shall supply a list, in electronic format, of all current employees covered by this Agreement at that hospital, by name, address, phone number, employee identification number, unit, shift, wage rate, full time equivalent (FTE) status, hours worked in the prior month and classification to the Office of the California Nurses' Association, 155 Grand Avenue, 2nd Floor, Oakland, CA 94612. This will be done on a monthly basis. Each hospital shall supply the name, address, employee identification number and classification of all employees covered by this Agreement hired, terminated or subject to a change of classification or unit during the preceding month; said report shall be sent monthly to the California Nurses' Association in Oakland and San Jose. Upon request, the Hospitals shall provide the Union with a copy of the 4-week schedule established pursuant to Article 11.3 within two (2) weeks of the request.

## **ARTICLE 15 MILEAGE**

Registered Nurses will be reimbursed at the Internal Revenue Service business use of automobile reimbursement rate for the use of her/his car on hospital business.

## **ARTICLE 16 MODIFICATIONS**

No addition to, alteration, modification, practice or waiver of any term, provision, covenant, or condition or restriction in this Agreement shall be valid, binding, or of any force or effect unless made in writing and executed by the Hospital and the Association.

## **ARTICLE 17 NO STRIKE/NO LOCKOUT**

The parties agree that during the life of this Agreement, there will be no strikes, (including sympathy strikes), lockouts, slow downs or work stoppages of any kind for any reason.

No violation of any provision of this Agreement shall excuse the employees, the Association or the Hospital from the obligations imposed by this Article. In the event of a claimed violation of this Article by the Association, any employee, any employee(s), or the Hospital, the Association and the Hospital shall have the right (without waiving or in lieu of any other rights it may have and without first arbitrating) to seek judicial restraint in state court of the action in violation of this Article.

## **ARTICLE 18 NON-DISCRIMINATION & HARASSMENT**

There shall be no unlawful discrimination by either party to this Agreement, including because of race, color, religion, national origin, citizenship, sex, sexual orientation, gender identity or expression, age, disability, marital status, genetic information, or any other characteristic protected by law.

The Facility is committed to providing a work environment free from discrimination and harassment. The Facility will not tolerate written, verbal or physical conduct that constitutes unlawful discrimination or harassment toward an individual based on any of the characteristics described above or otherwise protected by law.

There shall be no unlawful discrimination by the Facility against any bargaining unit Registered Nurse because of membership in or activity on behalf of the Association. For example, bargaining unit Registered Nurses who are Association Representatives shall not be transferred or reassigned unlawfully to another area of work as a result of Association activities.

The Facility will promptly investigate all written complaints of unlawful discrimination or harassment and will take all reasonable steps required by law to protect a bargaining unit Registered Nurse who reports such conduct from continuing discrimination or harassment and from retaliation because of having reported such conduct. A bargaining unit Registered Nurse who reports unlawful discrimination or harassment as defined in this Article, shall have the opportunity to be accompanied by a Nurse Representative to any meeting(s) related to the complaint. The Facility will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged discrimination or harassment from retaliation. Upon request, made within ten (10) days from the completion of the investigation, the employer will notify the union of the results of the investigation and any action the employer took to prevent future acts of discrimination/harassment. Complaints of unlawful discrimination or harassment made against credentialed medical staff shall follow the procedure set forth in Article 33.1.6. Unless required by law, the bargaining unit registered nurse making the complaint may choose not to have his/her name disclosed to the Association in the results of the investigation.

At least twice per year, the Employer will provide the Union a summary report of the total number of discrimination/harassment charges filed by bargaining unit Registered Nurses with the NLRB, EEOC or with the California Department of Fair Employment and Housing. Nothing herein shall limit the Union's right to contact bargaining unit nurses who have requested its assistance.

**ARTICLE 19**  
**PAID TIME OFF**  
**[SEE APPENDIX F, SIDE LETTER REGARDING SECTION 19.3.5]**

**19.1 VACATIONS**

**19.1.1 Regularly Scheduled Full-Time Nurse**

Full-time Registered Nurses on the payroll of the hospital for one (1) continuous year shall receive ten (10) days vacation with pay. Five (5) of the ten (10) days vacation may be taken after six (6) months of continuous employment. Upon completion of additional employment, Registered Nurses shall be entitled to vacation with pay (paid at the employee's straight time hourly rate) as follows:

<b><u>Continuous Employment</u></b>	<b><u>Days Of Vacation</u></b>
Two (2) years	Ten (10) days
Three (3) years	Seventeen (17) days
Four (4) years	Seventeen (17) days
Five (5) years	Twenty (20) days
Six (6) years	Twenty-one (21) days
Seven (7) years	Twenty-two (22) days
Eight (8) years	Twenty-three (23) days
Nine (9) years	Twenty-four (24) days
Ten (10) years and up	Twenty-five (25) days

**19.1.2 Regularly Scheduled Part-Time Nurse**

A regularly scheduled part time Registered Nurse will be entitled to a proration of vacation pay, holiday pay, sick pay and educational leave pay based on hours paid, not to exceed the full-time accumulation rate.

It shall not be the Registered Nurse's responsibility to make up or find coverage for any weekends not worked while s/he is on vacation.

**19.1.3 Scheduling Vacations**

In January, vacation dates for the vacation year beginning the 3rd Sunday in March to the 3rd Sunday in March of the following year can be requested. Preference will be given by seniority for these requests. Nurses with 15 or more years of seniority will make their requests by the 14th of the month, nurses with at least 8, but less than 15 years of seniority, will make their requests by the 21st of the month, and nurses with less than 8 years seniority will make their requests during the last 10 days of the month. During these initial bidding periods, a Registered Nurse may request up to his/her annual accrual of vacation (based upon status) for that Registered Nurse for that year (not including holiday



time). These vacation requests will be answered in writing within 15 days of the end of the bidding period. Vacation request(s) made at other times of the year will be on a first come, first served basis subject to hospital approval, however each request will be answered no later than three (3) weeks (i.e., 21 days) after receipt of said request.. Vacation request(s) for period(s) longer than three (3) weeks must receive special approval. Vacations that include both Christmas and New Years may be denied. Vacations requested and approved in writing with at least twenty-one (21) days' notice shall not be denied. Nurses shall not be required to utilize more vacation days than needed to meet their FTE requirement for the time period requested.

In order to ensure that Staff Nurses will have optimum opportunity to exercise their vacation benefits, each unit will use the following methodology to determine the number of Nurses who may take vacation at the same time.

**19.1.3.1** By January 1 of each year, management will calculate by shift and unit, the total of annual accrual of all the nurses on the shift and unit as of July 1 of the new year. The Manager shall post a Vacation Bid Calendar in a central location for each group of RNs whose vacation bids are considered together. The calendar will be posted in advance of the January 1 bidding period. It will include notice of the minimum hours of vacation allowed per week and the total annual vacation accrual of RNs on the shift and unit. Management will continue to return approved or denied vacation bid forms.

**19.1.3.2** For the first forty (40) weeks of accrued annual vacation on a shift in a given unit, the Hospital will allow one (1) nurse on that shift to take vacation (40 hours). For each additional eight (8) weeks of accrued vacation, the Hospital will allow one (1) additional shift (8 hours) of vacation per week. Thus, for a unit and shift with 41-48 weeks of accrued vacation, six (6) shifts of vacation per week, will be allowed; for 49-56 weeks, seven (7) shifts of vacation will be allowed; etc. However, during the calendar week that encompasses Thanksgiving and the period December 1 through Jan 7, the Hospital will allow at least one (1) RN per day per shift to take vacation (up to 40 hours per week per shift).

**19.1.3.3** The above provisions shall not prohibit the Hospital from allowing more nurses off on a vacation at the same time if staffing allows. The Hospitals will make a good faith effort to notify nurses of additional approved vacations as soon as practicable, but in no event less than thirty (30) days prior to posting the schedule with the dates in question.

#### **19.1.4 Vacation Accrual**

Registered Nurses will not be allowed to accrue more than a total of 320 hours of vacation time. Once that level of vacation time is earned, vacation hours no longer accrue until accrued vacation hours are reduced below the accrual limit.

Regularly scheduled part-time Registered Nurses will not be allowed to accrue more than a prorated amount of three hundred twenty (320) hours of vacation time. The

prorated accrual limit will equal the percentage of a full-time position for which the part-time Nurse is regularly scheduled. When the prorated accrual limit is reached, the part-time Nurse no longer accrues vacation time until such hours are reduced below the accrual limit. A RN who reduces her/his status will have one year to reduce her/his accrued vacation hours to the pro rata cap set for that status.

### **19.1.5 Vacation Pay At Termination**

Registered Nurses who terminate their employment with the hospital shall continue to receive all accrued vacation and holiday time earned up to the date terminated at the Registered Nurse's straight time hourly rate, as required by current law.

### **19.1.6 Cash Out Option**

Nurses may choose to cash out up to eighty (80) hours of vacation pay in increments of eight (8) hours twice during any calendar year, so long as they do not reduce their vacation accrual below forty (40) hours. Effective in the year 2000, such voluntary cash outs will be at 90% of the value of the vacation hours. An RN who reduces his/her status from full-time to part-time may cash out (at 100% of their value) the hours of accrued vacation necessary to reduce his/her accrued vacation balance to one (1) year's accrual below two hundred twenty four (224) hours.

### **19.1.7 Vacation Donation**

Vacation time can be transferred from one employee to another employee who is experiencing a hardship situation. A bona fide hardship is limited to situations of illness or injury to the recipient employee, or illness or injury of an immediate family member of the recipient employee.

In order to receive a vacation contribution, the recipient employee's vacation account (and in the case of the employee's own illness, the recipient's sick leave account) must be exhausted. Employees who wish to donate vacation must have a minimum of 40 hours remaining in their balance after the donation. Employees may not donate more than 50% of their accrued vacation balance.

## **19.2 HOLIDAYS**

### **19.2.1 The following holidays are observed by the hospitals:**

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day

When the above holidays fall on a weekday, those units typically working only Monday through Friday will be closed on the Holiday.

## **19.2.2 Holidays Worked**

Registered Nurses who are required to work on a recognized holiday shall be paid at time and one-half (1½) of the RN's straight time hourly rate for the holiday worked. A holiday worked in excess of eight (8) hours shall be paid at two (2) times the employee's straight time hourly rate. Holiday pay begins at 12:01 a.m. on the day of the official holiday and ends at midnight on that day.

**19.2.2.1** The Hospital will make every reasonable effort to schedule off each full or part-time RN for at least one of the following holidays during each holiday season: Thanksgiving Day, Christmas Day, and New Year's Day, in a method that is consistent with the historical practice in each department or, if no practice exists, awards holiday preferences based upon seniority. Volunteers to work any holidays will be given preference for those holidays. Conflicts between volunteers will be resolved by seniority.

## **19.2.3 Holiday Pay Accrual**

Regularly scheduled full-time nurses will accrue holiday pay each pay period at the rate of ten (10) holidays per year, up to a maximum accrual of eighty (80) hours. Regularly scheduled part-time nurses will accrue holiday pay each pay period, on a pro rata basis, based on the hours worked in the pay period, not to exceed the full-time accrual rate. Regularly scheduled part-time Nurses will not be allowed to accrue more than a prorated amount of eighty (80) hours of holiday pay. The prorated accrual limit will equal the percentage of a full-time position for which the part-time Nurse is regularly scheduled. When the prorated accrual limit is reached, the part-time Nurse no longer accrues holiday time unit such hours are reduced below the accrual limit. Newly hired nurses will accrue holiday pay from the date of employment, but shall not be entitled to draw any holiday pay until the completion of ninety (90) days of employment.

## **19.3 SICK LEAVE PAY**

**19.3.1** Sick leave shall be accumulated at the rate of one (1) work day for each month of continuous employment, commencing with the first day of employment to a maximum of one hundred twenty (120) paid workdays.

**19.3.2** Registered Nurses must notify the Hospital (shift supervisors or designee) at least one and one-half (1½) hours before the commencement of their scheduled shift or forfeit sick pay as provided in this Section. For good cause, the Hospital may waive this requirement.

**19.3.3** Registered Nurses shall be paid sick pay at the straight time hourly rate for normally scheduled workdays, not to exceed five (5) days in any one (1) work week.

Registered Nurses employed as of July 25, 1996, who retire, at or after age 55 with 10 years of service or more shall be entitled to a cash out of one-half of their accrued unused sick leave balance, not to exceed four hundred eighty (480) hours.

**19.3.4** Upon request of the Registered Nurse, the hospital shall permit the integration of sick leave with Workers' Compensation and State Disability Insurance as it has in the past, provided the Registered Nurse files the necessary applications and furnishes the hospital with sufficient data to integrate benefits.

**19.3.5** A regularly scheduled part-time Registered Nurse is entitled to a proration of sick pay based on hours paid, not to exceed the full-time accrual rate. The prorated accrual limit will equal the percentage of a full-time position for which the part-time Nurse is regularly scheduled. When the prorated accrual limit is reached, the part-time Nurse no longer accrues sick leave until such hours are reduced below the accrual limit.

**19.3.6** As provided by Section 233 of the Labor Code, an RN may use up to one half of his/her annual sick leave accrual to attend to an illness of a child (biological, foster, or adopted child, a step-child, legal ward, or a child of a person standing in loco parentis) parent, spouse, or domestic partner (as defined in Section 297 of the Family Code) of the employee. Absences for sick leave taken pursuant to this section shall not be considered in administration of the Hospital's absenteeism policy as currently prohibited by Section 234 of the Labor Code.

**19.3.7** In administering the attendance policy of their hospital, managers will not implement discipline for an absence covered by sick leave if, in the judgment of the manager, the circumstances of the absence and the history of the employee indicated that discipline is not warranted.

## **19.4 EDUCATION LEAVE PAY**

**19.4.1** Education leave shall be earned at the rate of forty (40) hours per year for full-time continuous employment, cumulative to a maximum of sixty-four (64) hours. Provided, nurses employed at Regional Medical Center of San Jose who have accrued education leave in excess of 64 hours (but less than 120 hours) shall maintain their accruals, but shall not accrue additional education leave until their accrual drops below 64 hours.

**19.4.2** The Hospital shall approve such leave provided:

**19.4.2.1** The courses, workshops, or seminars relate to the Nursing profession, and

**19.4.2.2** There will be a direct or indirect benefit to the maintenance of or improvement in the Registered Nurse's skills, and

**19.4.2.3** Application in writing is received by the Hospital no less than thirty (30) days prior to the requested date of leave and

**19.4.2.4** Such leaves shall not interfere with staffing requirements for patient care, and

**19.4.2.5** The Hospital shall not unreasonably withhold approval in 19.4.2.1 through 19.4.2.4 above.

**19.4.3** The Hospital may, under this section, require a Registered Nurse to utilize sixteen (16) hours of his/her accumulated Educational Leave credits each year in the Hospital's Staff Development Program. The Hospital may, under this Section, require a part-time RN to utilize twelve (12) hours of his/her accumulated Educational Leave Credits each year in the Hospital's Staff Development Program. The courses offered by the Hospital shall be job related and qualify for continuing education credits and will be at no cost to the Registered Nurse.

**19.4.4** Eight (8) hours of educational leave pay may be granted when class time is three (3) hours or more.

**19.4.5** A regularly scheduled part-time Registered Nurse is entitled to a proration of educational leave based on hours paid, not to exceed the full-time accrual rate, up to a maximum accrual of fifty-one (51) hours.

**19.4.6** Home Study - Education leave may be used for home study courses, with prior hospital approval as set forth above, if the program is approved for Continuing Education credit by the BRN. The RN will receive one hour of Ed Leave pay for each CEU the course provides. RNs must complete the course within sixty (60) days of obtaining approval and provide the Certification of Completion within thirty (30) days of receipt. Payment will be processed after receipt of the Certificate of Completion. A manager may require an RN to reduce his/her schedule in a pay period in which Ed Leave is to be paid for Home Study by up to the number of Ed Leave hours paid. Ed leave pay for home study providing more than eight (8) CEUs may be paid out over two pay periods.

## **19.5 BEREAVEMENT LEAVE**

A leave with pay, not to exceed three (3) working days, shall be granted in the event of death to a member of the immediate family (defined as parents, step-parents, spouse, children, domestic partner, step-children, grandparents, grandchildren, brothers, sisters, parents-in-law, sons-in-law or daughters-in-law). Up to three (3) additional days without pay may be granted by the Hospital for good cause.

A regularly schedule part-time Registered Nurse will be entitled to bereavement pay for only those days where his/her scheduled work day coincide with the period within five days from the date of death of an immediate family member, not to exceed three (3) days. An immediate family member will be as defined above.

## **19.6 JURY DUTY**

A Registered Nurse who, on one or more scheduled work days, reports for jury duty or who must report to Court or for a deposition in response to a subpoena issued by or on behalf of the Hospital will receive normal straight time earnings. The Registered Nurse shall furnish proof of jury service to the hospital upon return to work.

A regularly scheduled part-time Registered Nurse will be entitled to regular straight time pay for only those days where his/her scheduled work days coincide with scheduled jury duty.

Night shift nurses shall be excused from work on the night shift on the day immediately preceding or immediately following service on jury duty, if scheduled to work such shifts.

In the event that the combination of days of jury duty and days of work will exceed 5 in a workweek, upon request of the nurse, the Hospital will make reasonable efforts to schedule the nurse off for the weekend shifts which would otherwise constitute the sixth and/or seventh day(s) of work or jury duty.

#### **19.7 QUALIFYING PERIOD FOR BENEFITS**

The qualifying period for benefits in this Article, unless otherwise specified, shall be ninety (90) days.

### **ARTICLE 20 PAST PRACTICES AND PRECEDENTS**

Precedents and past practices shall have application only to the hospital at which the precedent has been established or where the practices occurred.

### **ARTICLE 21 PAYROLL DEDUCTION OF ASSOCIATION DUES**

#### **21.1 DUES DEDUCTION**

During the life of this Agreement, the hospital will deduct Association membership dues from the salary of each Registered Nurse who voluntarily agrees to such deductions, and who submits a standard written authorization to the hospital with payments of one-twelfth (1/12) of the annual dues for membership (as determined by the By-Laws of the Association) plus a nominal service charge; provided, however, that when a dues increase is going into effect during the life of this Agreement, the Association shall send a thirty (30) day written notification to the hospital and to all Nurses on payroll deduction advising them of the increase. Said written authorization may be revoked by the Nurses at any time upon his/her delivering to the hospital written revocation of said authorization. In the event the Association revises the method by which the amount of dues owed by Registered Nurses is calculated, and if such revision requires that the hospital change its payroll computer program to accommodate the changed method of dues calculation, the hospital's obligation hereunder will be suspended until such time as the parties reach agreement as to the effects of such change. Each month's deductions shall be made by the Hospital and shall be remitted by the Hospital to the Association at 155 Grand Avenue, 2nd Floor, Oakland, CA 94612. Provided, there shall be no obligation to deduct dues for any period during which a contract was not in effect or to deduct penalties of any type. Provided further, the Hospital will, upon the specific written request of an individual RN, deduct back dues in increments requested by the RN for the period during which the dues deduction was not in effect.

## **21.2 DUES DEDUCTION INDEMNIFICATION**

The Association shall indemnify the hospital and hold it harmless against any and all suits, claims, demands and liability that shall arise out of, or by reason of, any action that shall be taken by the Registered Nurse or the Registered Nurse's spouse in connection with said deduction of dues. The Association will have no monetary claim against the hospital by reason of failure to perform under this Article.

## **21.3**

The Hospital will remit contributions to the Union's Federal Political Action Committee (PAC) fund upon receipt of a written assignment of wages from an Employee, submitted in a form agreed to by the Hospital and the Union. Said remittance shall be accompanied by a list of all employees for whom remittances have been made and the amount of said remittances.

## **ARTICLE 22 PER DIEM BENEFITS**

Per Diem nurses are ineligible for all fringe benefits except: pay for holidays worked (as set forth in Section 19.2.2) and shift differential, Standby and Call Worked pay (if placed on standby), Charge Pay, Weekend Differential and Pharmacy Discounts, and (subject to eligibility requirement in the plan) Retirement benefits. Additionally, the Hospitals will provide an opportunity to obtain training from the Hospital's designated training provider for BLS, ACLS, PALS, TNCC and NRP at no cost to the Per Diem Nurse. A nurse who fails to attend scheduled training will forfeit entitlement to such training. When the Hospital schedules multiple training opportunities, it will endeavor to vary the scheduled dates and times to facilitate greater participation.

## **ARTICLE 23 PERFORMANCE EVALUATIONS**

Upon completion of the Registered Nurse's probationary period, newly employed Registered Nurses shall receive a written evaluation. Thereafter, each Nurse shall receive at least annually a written evaluation of the Registered Nurse's job performance. The written evaluation shall be presented at a counseling session and the Registered Nurse shall be notified of the right to add his/her comments in the space provided. Each evaluation shall have a place for the Registered Nurse's signature and date, but said signature shall indicate only that the Registered Nurse has received the evaluation and read it. A Registered Nurse's performance evaluation will not be subject to the grievance/arbitration provisions in this Agreement. Performance evaluations shall not be used by either party in the Grievance/Arbitration provision under this Agreement. It is understood by the parties that the sole purpose of these evaluations is to communicate to the Registered Nurse how the supervisor evaluates his/her performance.

## **ARTICLE 24 PRECEPTOR TRAINING PROGRAM**

Each hospital shall establish and maintain a preceptor training program for precepting RNs. Preceptors shall be selected based on the manager's assessment of the RN's clinical competency, knowledge of hospital educational and support resources, consistent ability to communicate professionally, and model the hospitals' Code of Conduct behaviors. To qualify as a preceptor, one must be an RN II or above.

The frequency of preceptor training programs will be determined by each hospital in order to meet their precepting needs. Prior to offering a Preceptor Training class, the hospital will notify RNs so that any interested RNs may notify their manager of his/her interest in becoming a preceptor.

The content of the Preceptor Training Program(s) will be based on an evaluation of identified preceptors' learning needs determined by a variety of assessment tools administered by management. The specific responsibilities of the preceptor, forms to be completed, and other communications and documentation required during a preceptorship will be delineated within the Preceptor Training Program content.

The frequency of offering the Preceptor Training Program and its content will be discussed with the Professional Performance Committee.

While precepting, assignments given to the preceptor will be designed to consider the educational needs of the preceptee and based on patient care needs. The acuity and number of patients in an assignment will be adjusted based on clinical competency and needs of preceptees including time needed for instruction. When an RN is assigned to perform preceptor duties, the preceptor and preceptee shall share a single assignment and only one of the nursing pair will be counted in the staffing matrix.

## **ARTICLE 25 RECOGNITION**

### **25.1 RECOGNITION**

The Employer, Good Samaritan Hospital and Regional Medical Center of San Jose, recognizes the Association as the exclusive bargaining agent with respect to wages, hours, and conditions of employment for all regularly scheduled full-time, part-time, and per diem Registered Nurses, including Skilled Nursing Facility nurses, endoscopy nurses, case managers, cardiac catheterization laboratory nurses, radiology nurses, wound care nurses, lactation specialist (RN), core measures nurses (Good Samaritan only), and cardiac rehabilitation nurses (Good Samaritan only), excluding admitting, in-service, utilization review, infection control, enterostomal therapy, diabetic education coordinator, respiratory therapy nurses, radiation therapy nurses, and stroke coordinator nurses, quality assurance, employee health, infection control, clinical document



improvement, non-RN lactation specialists, and all other employees, guards, and (except as herein provided) supervisors as defined in the National Labor Relations Act.

## **25.2 COVERAGE**

Registered Nurses covered by this Agreement include full-time, part-time and per diem nurses. All other employees and Registered Nurses in supervisory positions are excluded. Per Diem Nurses will be used to fill vacancies created by the temporary absence of permanent staff, such as those created by vacation, sick leave, holidays and unpaid leaves of absence, and to supplement staffing during periods of higher census and/or higher patient needs or to reduce the need for overtime. Per Diem Nurses may also be used to temporarily fill posted vacancies.

## **25.3 NEW POSITIONS**

The Hospitals may establish, from time-to-time, new classifications for regularly scheduled full-time and part-time Registered Nurses and Per Diem Registered Nurses. Such classifications shall automatically be recognized as being represented by the Association and covered by this Agreement unless otherwise excluded by terms in 25.1 and 25.2 above.

## **25.4 WITHDRAWAL OF RECOGNITION**

The Hospitals agree not to and expressly waive any right they may have to withdraw recognition concerning, to petition for unit clarification concerning, or in any other way to challenge the inclusion in the bargaining unit of any employees or classifications or job titles who or which are currently included in the unit on the grounds that they are or may be supervisors or supervisory.

## **ARTICLE 26 SENIORITY**

### **[SEE APPENDIX E, PER DIEM FLOATING EXPECTATIONS BEYOND DIVISION AND APPENDIX A, FLOAT POOL]**

## **26.1 SENIORITY DEFINED**

Initial seniority for per diems shall be established by taking the actual hours worked in the 26 pay periods ending in 1999 through the 13th pay period ending in 2000 and divide by the number of months of employment (excluding any approved Leaves of Absence) during the base period to determine the average hours worked per month. The employee will then be credited with that number of hours of service for each month of employment (not to exceed 145 per month) rounded to the nearest full hour. The initial list will be posted and will become effective September 1, 2000.

Seniority for each full-time or part-time Registered Nurse is his/her total length of service in the CNA bargaining unit from his/her last date of hire as a Registered Nurse.

Effective June 18, 2000, Per Diem nurses shall accrue seniority on an hourly basis, not to exceed 870 hours in six months. The Hospitals shall publish seniority lists for per diem nurses following the payroll periods ending on or immediately before December 31 and June 30 each year and such seniority shall be applicable for the following six months. Per Diem nurses' seniority shall have application solely for the purposes of consideration for selection to a regular full-time or part-time position, pursuant to Section 26.5, Filling Vacancies and for drop days (pursuant to Section 26.6).

A full-time or part-time nurse who transfers to a per diem position will take all accrued seniority, which will be converted to hours on the basis of one month equaling 145 hours. A per diem nurse who transfers to a full-time or part-time position will have those hours accrued while in per diem status converted into full months of seniority based on the number of times 145 (173.33 hours if the nurse transferred from a status position to per diem within the prior 6 months) may be evenly divided into the credited hours worked by the per diem as of the most recent seniority list. If a nurse returns to full-time or part-time status within 12 months of transfer to the per diem status, the nurse's service date for vacation accrual will be reinstated and sick leave and educational leave balances will be reactivated. If a nurse returns to full- or part-time status after more than 12 months in per diem status, the nurse's service date for vacation accrual will be adjusted for the length of the time in per diem status, and sick leave and educational leave balances will be reactivated.

For purposes of breaking a tie in seniority, when two or more bargaining unit members have the same bargaining unit seniority, the last four digits of the RN's Social Security number will be utilized to break the tie. The RN with the lowest number will be determined to be the most senior.

## **26.2 PROBATIONARY PERIOD**

Full-time and Part-time Registered Nurses shall have a ninety (90) day probationary period. The probationary period can be extended up to an additional thirty (30) days. Per Diem Registered Nurses shall have a probationary period of six (6) months, or three hundred (300) hours worked, whichever comes later. A Registered Nurse shall have no seniority during his/her probationary period and may be dismissed without recourse to the grievance/arbitration provisions in this Agreement. Upon satisfactory completion of probation, the Registered Nurse's seniority will begin to accumulate as of his/her last date of hire, as a Registered Nurse.

## **26.3 LAYOFFS/RECALLS**

### **26.3.1 Definition**

Full-time and Part-time Registered Nurses will be laid off and recalled in order of their Staff Nurse Seniority within each Hospital division (as set forth in (B), below), provided they have the ability to competently perform the available work with no more than ten (10) days' orientation.

**26.3.2 Divisions**

As of the effective date of this Agreement, at each Hospital, the divisions are:

**AT GOOD SAMARITAN HOSPITAL/MISSION OAKS HOSPITAL:**

<u>DIVISION I</u> MSICU/NSICU ED CVICU Critical Care Float Pool****	<u>DIVISION III</u> Ante partum Mother/Baby Labor & Delivery Womens Services Float Pool	<u>DIVISION V</u> Behavioral Health
<u>DIVISION II</u> 6 SON 3C Surg Medical Oncology Acute Rehab Med/Surg/Tele Float Pool**	<u>DIVISION IV</u> Surgery Endoscopy PACU Children's Surgery Pre-Surg	<u>DIVISION VI</u> Pediatrics NICU PICU* Children's Services Float Pool
<u>DIVISION VII</u> Dialysis	<u>DIVISION VIII*</u> 3CV East/PCU 3CV West/PCU Med/Surg/Tele Float Pool**	<u>DIVISION IX</u> Case Manager
<u>DIVISION X</u> Core Measures RNs	<u>DIVISION XI</u> Cardiac Rehab RNs Cardiac Cath. Lab	

\* For purposes of Layoffs/Recalls only, Division VIII will be included in Division II.

\*\*\*\*Critical Care Float Pool RNs, if in compliance with requirements of 26.7, upon request, will float to PCU (Division VIII) if required to care for PCU patients.

\*\*Med/Surg/Tele Float Pool if in compliance with requirements of 26.7, are assigned to both Division II and VIII.

If 6 SON closes temporarily, the most senior RN in the unit will be floated to work on 3C Surg and will accompany the 6 SON patients being moved to 3C Surg. The remaining RNs on 6 SON, if any, will be floated to the other units within Division II consistent with provisions of this Agreement during the temporary closure. Nothing in this section shall limit the Hospital's right to float RNs as set forth elsewhere in this Agreement.

**REGIONAL MEDICAL CENTER OF SAN JOSE**

<p><u>DIVISION I*</u>  SUB A - Critical Care  SUB A – ED  SUB A – Critical Care Float Pool**  SUB B – TCU  SUB B – Observation/2 East  SUB B – MedTele  SUB B – Med/Surg/Tele Float Pool***  SUB C – Cardiac Cath Lab  SUB D – TSON  (Trauma/Surgery/Ortho/Neuro)</p> <p>(* Within Division I, RNs shall not be required to float outside of his/her subdivision.)</p>	<p><u>DIVISION III</u>  Operating Room  Endoscopy  PACU  Pre-Surg</p>
<p><u>DIVISION II</u>  Case Manager</p>	<p><u>DIVISION IV</u>  Dialysis</p>

\*\*Critical Care Float Pool RNs, if in compliance with requirements of 26.7 upon request, will float to TCU (SUB B) if required to care for SDU patients.

\*\*\*Med/Surg/Tele Float Pool, if in compliance with requirements of 26.7, upon request, will float to both SUB B and D.

In the event that a Hospital merges units or creates new units, the parties will bargain over the appropriate division placement of such units.

**26.3.3 Layoff/Displacement**

In the event of a layoff, the Hospital shall give RNs at least two (2) weeks advance notice of the layoff during which time the Hospital will seek volunteers for layoff in positions which would reduce the need for layoffs. Volunteers for layoff in such positions will be selected on the basis of seniority. If an insufficient number of RNs volunteer for layoff to meet reduction goals, the least senior RNs occupying positions to be eliminated will be displaced. Initial displacements shall be carried out by department and shift. Displaced RNs will have the right to bump other less senior RNs within their Division provided they have the ability to competently perform the available work with no more than ten (10) days' orientation.

For those RNs who are not present at notification of layoff, Human Resources will notify RNs by certified mail. Upon return to work from an approved absence, the RNs may elect to exercise contractual rights within seventy-two (72) hours of their return. RNs

who are laid off, whether voluntarily or involuntarily, will be placed on the layoff list for up to two (2) years and the hospital will not contest their unemployment insurance claim.

Laid off RNs may work in a per diem status without loss of seniority and recall rights. Laid off full-time and part-time RNs working in per diem status will remain covered by this Agreement as it applies to per diem nurses.

**26.3.4 Bumping**

Full-time and Part-time RNs displaced from their positions, may within the seventy-two (72) hour period immediately preceding the expiration of fourteen (14) days notice, bump into positions held by less senior RNs in their hospital division. The bumped RNs may elect to follow the same bumping procedure within the same seventy-two (72) hour period or may volunteer for layoff.

**26.3.5 Bidding for System Wide Vacancies**

Displaced RNs may also bid for vacant positions in any of the covered hospitals. Job posting lists will be provided to each of the affected RNs as part of the layoff notification packet provided by the Human Resources Department.

**26.3.6 Severance**

Full-time and part-time nurses who volunteer for a layoff or are laid off, pursuant to the provisions of this Article, shall be paid the following severance benefits:

**Length of Service/Weeks of Base Pay**

6 to 10 years	4 weeks
11 to 15 years	6 weeks
16 to 20 years	8 weeks
21 to 25 years	10 weeks
26 years or More	12 weeks

For purposes of this paragraph, “length of service” means that unbroken length of service with any combination of covered hospitals in any capacity. In addition, the hospitals will continue to provide insurance coverage(s) in effect at the time of the layoff at the same cost that was in effect immediately prior to the layoff (except to the extent the cost of such coverage increases during the severance period) to Registered Nurses who have been laid off or volunteered to be laid off for the same period as the severance pay. This severance pay provision shall not apply in the event of the sale of a hospital or to the sale of any organizational unit or service operated by a hospital. In the event of such a sale, the hospital and the union will bargain over the effects of the sale on the RNs working in the affected hospital.

**26.3.7** For a period of two (2) years after layoff, RNs shall be called back to work in order of seniority as positions become available provided they have the ability to competently perform the available work. It is the responsibility of the individual Staff RN

to update the Human Resources Department in writing with current address and phone numbers for recall purposes.

In each Hospital, if the Hospital determines it must train Registered Nurses for available nursing jobs, and if the Hospital has laid off RNs, the Hospital will first offer such jobs to the laid off RNs before hiring new Registered Nurses who would need this training to qualify for the positions.

A recalled RN must accept recall within seventy two (72) hours and return to work at the Hospital within fourteen (14) days of a written communication by certified mail of available employment. If an RN does not accept recall within seventy two (72) hours, the RN will be considered voluntarily resigned.

Upon recall from layoff status, RNs will be entitled to restoration of seniority and placement at the same wage rate in effect at the time of layoff.

If an RN on the layoff list is not recalled by the Hospital before the expiration of two (2) years, that RN's seniority will be terminated.

#### **26.4 POSTING VACANCIES**

All vacancies in positions covered by this Agreement, including those created by leaves of absence for more than thirty (30) days duration and those resulting from newly created positions that will be covered by this Agreement, shall be posted for five (5) days (excluding Saturdays and Sundays). Minimum qualifications shall be noted on the posting. Vacancies will be posted at all of the hospitals. An electronic copy of the list of posted vacancies for a given hospital will be forwarded to the Chief Nurse Rep. of that hospital on a weekly basis. All postings required by this section may be done electronically. Within thirty (30) days of ratification of this Agreement, each hospital and the union will appoint one (1) representative each per hospital to determine how to effectuate accessibility for nurses seeking to bid on vacant positions, including the option of a search function on the date of the electronic posting.

#### **26.5 FILLING VACANCIES**

Whereas between two (2) or more qualified full-time/part-time nurses who tender their bid to fill any vacancy, and if their qualifications and job performance are relatively equal, the most senior nurse from the hospital in which the vacancy occurs who tenders a bid shall be selected. If the vacancy is not filled by a full- or part-time nurse from the hospital in which the vacancy occurs, and two or more qualified full- or part-time nurses from other hospitals covered by this agreement tender their bid to fill a vacancy and their qualifications and job performance are relatively equal, the most senior such nurse shall be selected. If the vacancy is not filled by a full- or part-time RN, and two (2) or more qualified per diem nurses working at the hospital in which the vacancy exists tender their bid to fill any vacancy, and if their qualification and job performance are relatively equal, the most senior of such nurse shall be selected. If the vacancy is not filled by a full- or part-time or per diem nurse from the hospital in which the vacancy occurs, and two or more qualified per diem nurses from other hospitals covered by this agreement tender their bid to fill a vacancy and their qualifications and job performance are relatively equal, the most senior nurse shall be selected. If no qualified bidders tender a bid with the five (5) day period, which ends at 4:00 p.m.

on the fifth day, (excluding Saturdays, Sundays and Holidays) the vacancy may be permanently filled from outside the hospital. A Registered Nurse tenders his/her bid by completing in writing and submitting the appropriate form (currently titled "Transfer Request") to the Human Resources Department of the Hospital in which the Registered Nurses who is seeking the transfer works. Only RNs who are in the CNA bargaining unit, or managerial RNs who have only been out of the CNA bargaining unit for a period of less than twelve (12) months, may bid on vacant positions during the five (5) day posting period.

A nurse who successfully bids for a job under this section shall maintain his/her seniority along with all the rights that pertain to seniority. The transfer for the successful bidder shall be effective within two (2) weeks, if feasible, but the transfer may be delayed until the employee has completed the schedule in effect for his/her current unit at the time of the award.

A hospital will provide a copy of the list of current vacancies to nurses who are laid off and those nurses can use his/her seniority to bid for the vacant positions.

During the period from the time the vacancy develops until the time the vacancy is filled, the Hospital may transfer, assign, or use temporary employees as necessary to cover the open position. In selecting staff for temporary positions, the Hospital shall transfer, assign, or use qualified Registered Nurses with the least seniority.

The Hospitals will not use Traveler or Agency nurses who are employees of HCA or any of its subsidiaries for more than ninety (90) days.

#### **26.5.1 Notification of Award or Denial**

A Registered Nurse who applies for a posted vacancy shall be informed within seven (7) calendar days from the closing of the position award by the Employer whether or not the Registered Nurse was awarded the position.

### **26.6 DROP DAYS IN A DEPARTMENT**

The parties to this Agreement recognize the Hospitals may have sudden drops in patient census in certain departments requiring temporary layoffs of Registered Nurses for a partial (not less than four (4) hours) day, a full day or several days. Such days are referred to as drop days. Provided, if a nurse is called off for only the first four (4) hours of a shift, the nurse will not be called off for the remainder of the shift. If a Nurse reports for work and the Hospital has not called his/her home at least one (1) hour before her report time to attempt to advise her of the call off, the nurse will be given at least four (4) hours of work or four (4) hours' pay. In each department, Registered Nurses will be dropped in the following order (provided the remaining nurses are competent to perform the remaining work):

- (A) Registry-Agency Registered Nurses or Short Shift Nurses (at the Hospital's option);
- (B) Per Diem Registered Nurses working shifts at premium pay;

- (C) Full-time or regularly scheduled part-time Registered Nurses working shifts at premium pay.\*
- (D) Full-time or regularly scheduled part-time Registered Nurses who voluntarily request the day off; \*
- (E) Per Diem Personnel with least seniority;
- (F) Full-time or regularly scheduled part-time Registered Nurses working additional shifts at straight-time pay; \*
- (G) Full-time or regularly scheduled part-time Registered Nurses with least seniority. \*

\* Drop days assigned or granted by the Hospital may, at the RN's option, be taken as a day without pay or the Nurse may use accumulated holiday time, if any, or accumulated vacation time, if any, not to exceed the Nurse's scheduled hours for the week. A full-time or regularly scheduled part-time Registered Nurse who voluntarily requests a day off may be dropped before personnel described in subparagraphs (A) and (B) where management determines that granting the request will not adversely affect the staffing of the department.

## **26.7 FLOAT IN LIEU OF DROP DAY**

Consistent with the agreed upon floating divisions set forth in Section 26.3.2 and management rights Article 13, "to float employees from one working area to another to perform duties for which they are competent (within the meaning of Title 22)," the Hospital may float nurses to meet patient care needs. It is not the intent of the Hospital to use floating assignments as a substitute for adequate available staffing. In the event of a "drop day," as defined in Sec 26.6, the Hospital will make every reasonable effort to float a full-time or part-time Registered Nurse to another department in the Hospital in lieu of a drop day according to Hospital policy provided that the Registered Nurse is qualified to perform the duties in the float opening, including having demonstrated current competencies in providing care to patients in that department. When a nurse is floated the nurse will receive orientation in the receiving department. New grad nurses will not be floated outside of their department until they have six (6) months experience on the floor and have demonstrated competencies in the sending and receiving units. New hires with nursing experience will not float until they have demonstrated competencies in both the sending and receiving units. Additionally, a Registered Nurse may decline to float to a department in another division as described in Section 26.3.2, above, or to another covered hospital (except per diem nurses may be required to float outside their divisions as provided in Appendix E). Nurses will be selected for floating into another department in their division in the same order utilized to drop nurses in 26.6, above, except that short shift nurses will only be floated in the event of a need for short shift coverage. Exceptions to, or departures from, the sequence set forth in that paragraph may occur, if the employee scheduled to float does not possess special competencies required in the receiving unit or has special competencies needed in the giving unit. Once a nurse has been floated to a unit, the nurse will not be floated back to the nurse's home unit if doing so requires that another nurse be floated into the unit to replace the nurse, unless the nurse is needed in her



home unit because of special competencies. RNs in the receiving unit will not be cancelled as a result of the RN floating to the unit unless the RN voluntarily agrees to be cancelled or the RN in the receiving unit is not competent to care for the patient(s) for whom the floated nurse is responsible. Among nurses floated out of sequence because of their possession of special competencies, seniority shall be the determining factor. In the event that there is a pattern of floating RNs out of sequence, the employer shall implement training for those RNs who would have floated had it not been for lack of possession of competencies required on the receiving unit. For purposes of the foregoing training requirement, "a pattern" is three (3) or more occurrences of RNs floated out of sequence from the same unit for three (3) consecutive months because of lack of the same competency.

Floating to a unit to care for a patient that is being held in the unit pending the availability of a bed in a unit within the floating nurse's division, will be considered floating within the nurse's division. The floated RN will not be assigned patients who do not meet the criteria for admission to a unit in the RN's division and staffing for such patients shall be consistent with the staffing required in the unit for which the patient is pending transfer. In such circumstances, prior to being given a patient assignment: (1) the nurse will be advised of the staff nurse or Charge Nurse who will serve as the nurse's resource during the shift, (2) the nurse will be given full access to any needed charting facilities, medication, utility or supply rooms, and equipment and (3) if the nurse has not previously floated to the unit, the nurse will be given an orientation to the physical layout of the unit and location of emergency supplies.

## **26.8 TERMINATION OF SENIORITY**

A Registered Nurse will terminate his/her seniority under the following conditions:

- (A) When the Registered Nurse voluntarily quits.
- (B) When the Registered Nurse is discharged for just cause.
- (C) When the Registered Nurse is on layoff for more than twenty-four (24) months.
- (D) When the Registered Nurse fails to report to work as scheduled and fails to call his/her supervisor or the Staffing Office for three (3) consecutive days thereafter.
- (E) When the Registered Nurse fails to report back to work upon the expiration of his/her leave of absence unless excused by the Hospital for good cause.
- (F) When the Registered Nurse retires under the Retirement Program provided for in this Agreement.
- (G) When a Per Diem employee is terminated pursuant to Article 11.6.6.

## **ARTICLE 27 SEVERABILITY**

It is not the intent of the parties to violate any laws, rulings or regulations of any government authority or agency having jurisdiction over the parties. Therefore, in the event that any provisions of this Agreement are finally held or determined to be illegal, they shall automatically become null and void, but the remaining provisions of this Agreement not so affected shall remain in full force and effect.

## **ARTICLE 28 SHIFT DIFFERENTIALS**

### **28.1 PM SHIFT DIFFERENTIAL**

A differential of seven dollars and fifty cents (\$7.50) per hour shall be paid on top of a Registered Nurse's straight time hourly rate when scheduled and performing work on the PM shift defined as starting at 2:00 p.m. or later.

### **28.2 NIGHT SHIFT DIFFERENTIAL**

A differential of thirteen dollars (\$13.00) per hour shall be paid on top of a Registered Nurse's straight time hourly rate when scheduled and performing work on the night shift defined as starting at 10:00 P.M. or later.

### **28.3 SPLIT DIFFERENTIAL**

RNs working regularly scheduled shifts starting before 2:00 p.m., on which four (4) or more hours fall after 3:00 p.m., will receive PM Shift differential for the hours falling after 3:00 p.m. Nurses working regularly scheduled shifts starting after 2:00 p.m., but before 10:00 p.m., on which four (4) or more hours fall after 11:00 p.m., will receive Night Shift differential for the hours falling after 11:00 p.m.

## **ARTICLE 29 STAFF DEVELOPMENT**

There shall be an effective in-service education program for Registered Nurses at each Hospital, the contents of which shall be determined by each hospital. In-service shall cover, among other subjects, orientation for new Nurses and continuing education of all Nurses on Hospital policies and procedures, new techniques, new equipment, new concepts of care, duties and responsibilities, etc. When requested by the Hospital, attendance shall be mandatory.

When a mandatory in-service occurs on a full-time Registered Nurse's scheduled day off, the Nurse shall be paid at one and one-half (1½) his/her straight time hourly rate or granted a different day off. Except in exceptional circumstances or in units that are not typically scheduled for full operation on weekends (for example, Surgical Services) an RN shall not be required to

attend in-service/classes on his/her weekend off. The foregoing sentence applies only to RN positions in the bargaining unit, and to units with bargaining unit nurses, in existence as of the effective date of this agreement.

Each hospital will present a revised in-service education plan to its PPC by November 30th, or such later date as may be agreed between the CNO and the PPC, such plan to be implemented as of the next calendar year. The plan will include a plan to recruit and train new Registered Nurse graduates. The Hospital will in good faith consider the PPC's input before finalizing the plan. If new classes (as opposed to in-service training) become available after the Hospital has presented its plan, the Hospital shall advise the PPC of the additional educational opportunities and the CNO (or her designee) will discuss the content of the program, the number of potential attendees, and how competing requests for attendance will be handled in order to obtain the PPC's input on these issues (this is a "meet and confer" process rather than a bargaining process).

## **ARTICLE 30 STAFFING AND OTHER ISSUES**

### **30.1 PROFESSIONAL PERFORMANCE COMMITTEE**

#### **30.1.1 Basic Structure and Functions of Professional Performance Committee**

At each hospital, the Professional Performance Committee shall be composed of Registered Nurses covered by this Agreement currently employed at the Hospital.

The Committee shall have a minimum of three (3) Registered Nurses with no more than twenty-two (22) Registered Nurses elected by the Registered Nurse Staff. Additionally, upon ratification of this Agreement, the Union shall provide the Hospital with a list of all Registered Nurse Staff elected to the Committee and thereafter within ten (10) days of any change in the membership of the Committee.

The Professional Performance Committee shall act as an advisory body to the Nursing Administration. The Hospital will duly consider such recommendations as are made by the PPC and respond within thirty (30) calendar days; the Chief Nursing Officer or his/her representative will meet and confer with the PPC concerning such recommendations at mutually agreeable times and places.

The objectives of the Professional Performance Committee shall be:

- to concern itself with standards for professional practice to Registered Nurses,
- to work constructively for the improvement of patient care and Registered Nurse practice,
- to recommend ways and means to improve patient care,

- to work jointly, through the Staffing Issues Committee, with Registered Nurses Management to ensure that a system exists or is developed that provides a method of identifying patient needs for Registered Nurse care. Recommendation will be considered relating to the assignment of Nursing Personnel with due regard to patient needs.
- to provide input concerning new technologies being considered for adoption by the Hospitals or being implemented pursuant to multi-hospital programs adopted by the Hospitals' parent company. As used in this paragraph, "technologies" means hardware devices and software programs used by RNs in patient care to formulate nursing diagnoses, develop patient care plans, administer medications, and document care provided to patients. It is the intent of the Hospitals that such technologies will continue to permit the exercise by nurses of their professional clinical judgment in providing patient care.

The Committee shall participate with the Hospital in preparing job descriptions for classifications covered by this Agreement. This Committee shall also act in an advisory capacity to the Nursing Administration with respect to leadership and training courses for Registered Nurses.

The Professional Performance Committee will consider and study recommendations submitted to the Committee by the Hospital Administration as outlined in the Committee's objectives as said objectives are set forth in the Agreement.

The Professional Performance Committee will submit an agenda at least three (3) days before its meeting date to the Chief Nursing Officer.

The Professional Performance Committee's secretary will deliver to the Chief Nursing Officer, within ten (10) days after its meetings, written minutes of all action taken and matters considered. It is understood that such minutes are under the control and direction of the PPC and do not necessarily reflect the position of management.

The Committee shall not involve itself with grievances or wages, hours and working conditions, as defined and set forth in this Agreement.

Elected members of the Professional Practice Committee shall be paid at their straight-time hourly rate for up to four (4) hours each month (non-cumulative) for attendance at Professional Performance Committee meetings. To be eligible for Professional Practice Committee pay, each elected Professional Practice Committee member must badge in on the proper code before the beginning of the meeting and badge back out promptly after the meeting. The Hospital will provide an appropriate pay code for such purpose. When PPC meetings are held remotely because of unforeseen circumstances (e.g., space is unavailable at the facility, infectious disease outbreak, etc), nurses shall be eligible for payment by documenting hours spent in PPC on their Kronos sheets.

The PPC may request via the Hospital's ACNO that the head of any department or unit attend PPC for the purpose of obtaining information on issues that directly affect any of the PPC objectives provided that the CNO is copied on the invite. The parties may also agree for such meetings be in addition to the regular PPC meeting. Fourteen (14) days in advance of such a meeting the PPC shall provide a specific written agenda to the ACNO for such meetings. Time spent by PPC members in informational meetings shall be paid at straight time.

### **30.1.2 Staffing Issues Committee**

1. A joint committee of the Hospital and the Professional Performance Committee (PPC) shall jointly review and discuss staffing issues. The Staffing Issues Committee shall be comprised of three (3) representatives selected by the Hospital and three (3) representatives selected by the PPC. The Committee will function throughout the duration of this contract to address staffing concerns that may arise. The hospital commits to meeting with PPC and Staffing Issues Committee monthly to continue to address ongoing staffing issues. Additional meetings may be scheduled by mutual agreement.

Staffing recommendations developed by the Committee must be based on assessment of individual patient needs. The assessment and staffing system shall take into consideration, at a minimum, the following:

- a. The ability of the patient to care for his/her self,
- b. The patient's degree of illness,
- c. Requirement for special nursing activities,
- d. Requirements for specialized equipment and technology,
- e. Skill level of personnel required in his/her care,
- f. The mix of licensed and unlicensed personnel in the nursing unit,
- g. Providing RNs with meal and rest periods as required by California Law.

The Staffing Issues Committee shall review the current staffing system, including the work measurement studies, and may make recommendations to the Hospital regarding the resolution of staffing issues or concerns. A transparent acuity tool must be readily available on every unit for all nurses to utilize.

As a staffing system is reviewed and/or implemented, a written staffing plan will be available on every nursing unit. The plan will contain comprehensive information which summarizes and explains the acuity system and will be available at all times for review by nurses. The plan will be consistent with the requirements of Title 22, Section §70217 (C).

Time spent by Committee Members attending meetings of the Staffing Issues Committee shall be paid at straight time and shall be in addition to the total allocation by the Hospital of Paid Time for the Professional Performance Committee.

## **30.2 PATIENT NEEDS STAFFING**

**30.2.1** The Hospitals shall each have a staffing system that is in compliance with Title 22 of the California Administrative Code and the requirements of the Joint Commission on Accreditation of Hospitals.

**30.2.2** The Hospitals shall have policies and procedures which are based on current standards of nursing practice (as determined by the Nursing Practice Act (Title 16) and the regulations promulgated thereunder).

**30.2.3** In the event of a dispute regarding a Hospital's compliance with the foregoing Sections 30.2.1 and 30.2.2, the RN who has a concern should raise the issue with his/her manager. The manager or designee shall respond to the RN within ten (10) days from the date the issue was raised. If the RN is not satisfied with the manager's or designee's response, the RN may submit the concern to the Staffing Issues Committee, which will meet within 21 days of referral of the dispute to discuss and attempt to resolve the dispute. In addition, the CNA Labor Representative and the Director of Human Resources may serve as resources to the Committee. The Staffing Issues Committee will resolve disputes within 60 days of referral and will report the resolution in writing to the CNO for implementation within the time agreed upon by the Committee.

**30.2.4** Special Review Panel. In the event that at least 50% of the Staffing Issues Committee believes that a pattern exists which indicates that current staffing practices do not address patient needs as required by Title 22, then either party may appeal the issue to the Special Review Panel set forth below for resolution, if such submission is presented in writing to the Hospital within thirty (30) days of the failure of the Staffing Issues Committee to resolve the issue.

**30.2.5** Upon receipt of a submission for review by the Special Review Panel, the Union and the Hospital shall each appoint two (2) individuals to serve on the Panel at least one of whom did not serve on the Staffing Issues Committee. A CNA Staff Representative and the Director of Human Resources (or designee) may serve as resources to the Panel. The Special Review Panel will meet and attempt to resolve the matter within twenty (20) days of referral. In the event the Special Review Panel cannot resolve the matter within forty (40) days of the referral, the Special Review Panel shall meet with the CNO (if he/she is not on the panel) and attempt to resolve the matter. In the event the parties are unable to resolve the matter within 60 days of submission of the request for the Panel, the Panel shall request the assistance of a mediator from the FMCS to assist the parties in resolving the issue. If the mediator makes a recommendation to the parties for resolution of the dispute, such recommendation shall not call for any action which exceeds or is inconsistent with the requirement of Title 22 of the California Code of Regulations, as amended, including any applicable Department of Health Services waivers. If the parties are unable to resolve the matter with the assistance of the mediator (at which either party may have the assistance of counsel or other representative during the presentation to the mediator) within thirty (30) days of the panel's request for mediation (unless extended by mutual agreement), the no strike provisions of this Agreement will not apply during the duration of a strike over the issue submitted to the mediator, provided the strike is commenced within sixty (60) days

following the end of mediation. At the conclusion of any such strike, the no strike provisions of this Agreement will again become effective and will not reopen under this Article in connection with a dispute over essentially the same issue. The process set forth in 30.2.4 through 30.2.5 shall be the exclusive contractual process for addressing disputes over staffing issues under this Article.

**30.2.6** Time spent by Staffing Issue Committee Members attending meetings of the Staffing Issues Committee and time spent by members of any Special Review Panel attending meetings of the Panel under this Section 30.2 shall be paid at straight time and shall be in addition to the total allocation by the Hospital of Paid Time for the Professional Performance Committee.

**30.2.7** Staffing Issues Committee members may invite additional staff nurses (on unpaid, non scheduled time) or managerial personnel to meetings of the Staffing Issues Committee, to act as resources to the staff or managerial members of the committee.

**30.2.8** The CNO or ACNO (or designee) will attend the PPC monthly meeting (per the July 30, 2021 side letter agreement). Quarterly, the CNO (or designee) will present a written report that includes the following;

**30.2.8.1** Infection control data, morbidity and mortality rates (by DRG), and information regarding patient or RN staff injuries and re-admission rates (but excluding information regarding the identity of patients or employees).

**30.2.8.2** Variance Reports showing the differences between the actual and required staff on a day-to-day and shift-by-shift basis.

**30.2.8.3** Any DHS citations received during the prior 6 months (unless provided in a previous report).

**30.2.9** Charge Nurse are scheduled each shift to coordinate the care of the patient population, monitor and coordinate unit operations, assess staffing needs for current acuity as well as the needs of the oncoming shift. Accordingly, it is the intent of the Hospitals that charge nurses under normal circumstances have limited or no patient assignments. Guidelines for determining the extent to which the charge nurse shall take a patient assignment on a given day and shift in a unit shall be developed by the management and staff of that unit in each hospital. Unresolved issues concerning the adoption of such Guidelines shall be referred to the Staffing Issues Committee under the procedure set forth in Section 30.2.3, above. Except in the units listed below, the hospitals will make reasonable good faith efforts to schedule sufficient non-charge relief staff so that Charge Nurses are not required to spend more than 50% of their time in providing meal and break relief for compliance with California law.

<b><u>Good Samaritan Hospital</u></b>	<b><u>Regional Medical Center of San Jose</u></b>
PACU	PACU
<u>Endoscopy</u>	Dialysis
<u>Endoseopy</u>	Endoscopy

**30.2.10** Disputes over compliance with the procedures set forth in this Article (as opposed to disputes over the resolution of staffing issues) shall be subject to the Grievance and Arbitration Procedure. All other disputes shall be resolved exclusively by the Staffing Issues Committee or Special Review Panel as set forth above.

### **30.3 STAFFING & REORGANIZATION**

**30.3.1** In order to resolve any issues arising out of reorganization(s), the Hospitals and the Association agree that reorganization issues affecting unit members shall be subject to the following procedure during the term of this Agreement.

**30.3.2** If a covered hospital contemplates that a reorganization is desirable, it shall notify the Association and provide basic information, such as, but not limited to, studies, reports and any other relevant data/information that supports the need for reorganization. A period of at least 60 days must elapse after notification before any reorganization may be implemented, except by mutual agreement. A “reorganization” as used in this provision means any restructuring, modification or altering of any job functions which permanently change the composition of the personnel who staff patient care departments. At the time of the implementation the hospital, will notify the Association.

**30.3.3** Within five (5) days of the notification that a reorganization is being considered, either the hospital or the Association may request that a meeting of the Staffing Issues Committee designated in Section 30.1.2, above, jointly review and discuss staffing issues in the identified affected department. In addition, the PPC may appoint no more than two (2) RNs from the affected department as a resource. Such resource RNs will meet with the committee at the invitation of the CNA committee members. The committee will meet at mutually agreed upon times. Unless notice is provided at least one (1) day prior to the meeting, attendance at such meetings shall be limited to the foregoing. Neither party may invite more than five additional persons to a meeting without the agreement of the other party.

**30.3.4** The Staffing Issues and Reorganization Committee will review the proposed reorganization plan for each department affected by reorganization and may develop staffing guidelines to be recommended to administration. The staffing guidelines should be based on the assessment of individual patient needs.

**30.3.5** By no later than twenty (20) days prior to the date for the implementation of the reorganization, the Staffing Issues and Reorganization Committee shall review the current staffing system including any work measurement studies, the proposed reorganization plan, and make any written recommendations to administration regarding the resolution of staffing issues or concerns.

**30.3.6** In implementing the reorganization, the hospital will incorporate any recommendations received from the committee.

**30.3.7** All unit members who continue employment following any reorganization shall continue to be subject to the terms and conditions of this Agreement.



**30.3.8** Time spent by Committee Members, and time spent by staff nurses appointed to act as resource nurses under 30.3.3, above, attending meetings of the Staffing Issues Committee for purposes of reviewing a reorganization under this Section 30.3 shall be paid time and shall be in addition to the total allocation by the Hospital of Paid Time for the Professional Performance Committee.

**30.3.9** Compliance with the procedures described in this section shall be subject to the grievance procedure as set forth in Article 8. Disputes over whether the implementation of a reorganization implemented through the forgoing procedure results in staffing practices that do not address patient needs as required by Title 22 may be referred to the Special Review Panel set forth in 30.2.4 and the process set forth in 30.2.4 through 30.2.5 shall be the exclusive contractual process for addressing such disputes.

**30.3.10** The parties agree that CNA's participation in this restructuring agreement will not be deemed in any manner to waive any effects bargaining rights concerning changes, not a part of the reorganization, which would give rise to such bargaining rights in the absence of this Section 30.3.

**30.3.11** CNA's participation on this committee shall not be construed as an endorsement of any reorganization plan.

## **ARTICLE 31 TUITION AND BOOKS**

The hospital shall reimburse Registered Nurses for tuition and books after completion of courses related to Nursing functions while in the employ of the hospital provided that the taking of the course shall have first been approved in writing by Nursing Administration and evidence of achieving a passing grade shall have been provided by the Registered Nurse. See Appendix K for Tuition Reimbursement Policy.

## **ARTICLE 32 WAGES AND CLASSIFICATIONS**

### **32.1 WAGE RATES – SEE APPENDIX I (rates rounded to the nearest penny)**

#### **32.1.1 Minimum Rates**

All wage ranges, benefits and other economic provisions of this Agreement establish minimums, and nothing herein shall be deemed or construed to limit the Employer's right to increase wage rates, benefits, premiums and differentials, and to pay other extra compensation at the Employer's discretion in excess of those provided by this Agreement. Accordingly, it is also understood that any such increases shall be over and above the economic package negotiated in this Agreement. Before taking any action, the Employer shall notify the Union and meet and confer over the proposed changes.

## **32.2 PER DIEM RATES**

Per Diem RNs will be paid in accordance with the wage tables set forth in Appendix I for RN I, II, III, as applicable.

### **32.2.1 Transfers between Status and Per Diem**

RNs transferring to or from Per Diem and Full or part-time positions retain his/her RN level and Step assignment, except that RN IVs transferring to Per Diem status shall convert to RN III Level (but shall retain same reappointment date).

## **32.3 CLASSIFICATION DEFINITION**

### **32.3.1 Staff Nurse I**

A Registered Nurse who has less than the equivalent of one (1) year of full-time prior experience. Such Registered Nurse shall be assigned under the direction of more experienced Registered Nurses and should not be assigned a position in charge of a nursing department.

### **32.3.2 Staff Nurse II**

A Registered Nurse who has one (1) year of full-time equivalent or more prior experience as a Registered Nurse.

### **32.3.3 Staff Nurse III**

A Registered Nurse who has two (2) or more years experience (800 or more hours per year) in a comparable area of nursing within the last four years and who satisfies the requirements of the Staff Nurse III Performance Guidelines and Criteria. Modifications to the criteria will be discussed with and approved by the PPC prior to implementation.

### **32.3.4 Staff Nurse IV**

A Registered Nurse who has three (3) or more years experience (800 or more hours per year) in a comparable area of nursing within the last four years, and who satisfies the requirements of the Staff Nurse IV Performance Guidelines and Criteria. Modifications to the criteria will be discussed with and approved by the PPC prior to implementation.

Two Staff Nurse IVs (or Staff Nurse IIIs if Staff Nurse IVs are not available or are not appropriate) from the same department as the Staff Nurse IV applicant will serve on the Staff Nurse IV review board. The PPC will select these two staff members from a list of department RNs nominated by the department staff.

## **32.4 STEP INCREASES**

**32.4.1** Full-Time and Regular Part-time RNs: Automatic step increases in salary for regularly scheduled full-time and part-time Registered Nurses shall be based upon each

twelve (12) calendar months from their anniversary date of employment. Provided: step advancements will be suspended during 1996 and effective January 1, 1997, nurses will resume single step advances on their anniversary dates.

**32.4.2** Per Diems: Per Diem RNs shall progress from RN I to RN II and through each step in the RN II and III scales based on the accumulation of 1000 hours worked since advancement to last step, provided that no RN shall advance more than one (1) step during any 12 month period. The accumulation of each 1000 hours must be accomplished in no more than 3 years from the date of assignment to the Nurse's current tenure step. If such nurse does not work at least 1000 hours in such three (3) year period, the Nurse will remain on the same tenure step and must commence anew, accumulation of the 1000 hours toward tenure advancement.

**32.4.3** Accelerated Progression: Nothing in this section shall preclude a hospital from accelerating a Registered Nurse's step increases upon extraordinary performance in the sole judgment of the hospital except that upon each such meritorious step increase, a new twelve (12) calendar month period for the next automatic step increase will commence from the date of such meritorious step increase.

## **32.5 PROMOTIONAL INCREASES**

A Registered Nurse who is promoted shall receive the appropriate salary for the new position, as determined in Appendix I.

## **32.6 CHARGE RESPONSIBILITY PAY**

A Registered Nurse who is designated by a supervisor in charge of a department shall receive additional compensation of \$5.25 per hour for each hour that the nurse is in charge and performs charge nurse responsibility duties. The "Desk Nurse" position will not be reestablished during the term of this Agreement.

## **32.7 SPECIAL EDUCATION CREDIT**

A Registered Nurse who does not meet the minimum hours requirement for the Staff Nurse II position may nevertheless, in the sole judgment of the hospital, be classified as a Staff Nurse II upon the showing of that Registered Nurse's satisfactory completion of a refresher course in Nursing.

## **32.8 STRAIGHT TIME HOURLY RATE**

Throughout this Agreement, reference will be made to a Registered Nurse's straight time hourly rate. A Registered Nurse's straight time hourly rate is defined as the employee's base rate provided in Section 32.1 of this Article and excludes all overtime and premium pay.

## **32.9 CERTIFICATION BONUS**

Full-time and Part-time Registered Nurses may apply for a one-time bonus of Three Hundred Dollars (\$300.00) upon the successful certification by a recognized nursing specialty

organization. Certificated Registered Nurses may apply for a bonus of One Hundred Fifty Dollars (\$150.00) upon the successful renewal of his/her certification.

### **32.10 FLOAT POOL DIFFERENTIAL**

Float Pool RNs receive a 10% differential for hours worked in the float pool.

### **32.11 PRECEPTOR DIFFERENTIAL**

The Hospital shall pay a qualified preceptor a differential of \$5.00 per hour for all hours the registered nurse is assigned to precept.

### **32.12 PAYROLL ERRORS**

**32.12.1** A paycheck error resulting in an underpayment in excess of \$100.00 that is a result of an error made by the facility (such as, but not limited to, malfunctions with time clocks and swiping mechanisms) will be corrected on the first payroll check distributed within seven (7) days after submission of written notification of the discrepancy to his or her Department Manager (or designee in the absence of the manager).

**32.12.2** Paycheck errors in any amount that are due to an error made by the employee (including, but not limited to failure to clock in or out) will be corrected no later than two (2) payroll periods after submission of written notification of the discrepancy to his or her Department Manager (or designee in the absence of the manager).

**32.12.3** If it is necessary to conduct an investigation to determine the accuracy of the employee's claim of error, such investigation will be conducted promptly and the foregoing time limits will run from the date that the existence and amount of the error is confirmed.

## **ARTICLE 33 WORKPLACE VIOLENCE**

**33.1** The Hospital shall take reasonable steps within its control to protect RNs from assault, verbal abuse or physical harm by doctors, Hospital staff, patients or visitors on Hospital premises, including the following:

1. At each RNs request, create ID badges for bargaining unit RNs that do not identify the Registered Nurse's last name unless required for accreditation or by law. If RNs' licenses or certifications are on display, and personal information, including but not limited to, an RN's address, is visible on such licenses, the information will be redacted or blacked out where permitted by law upon request.

2. Provide for the disposition of weaponry discovered at patient admission or at any time during the patient's hospital stay.
3. Make available to all RNs training that will include how to prevent and safely handle aggressive behavior.
4. Maintain a Rapid Response team that can be immediately available to assist a nurse in situations that involve violence or potential violence. Such team(s) shall consist of representatives from security, and may include representatives from operations, and nursing as determined by the Hospital and as appropriate for the situation.
5. Report injuries or illnesses caused by workplace violence to any Agency as required by law.
6. With respect to complaints of workplace violence regarding the Hospital's medical staff, complaints should be filed on a form designated by the Hospital. If a complaint is referred for further investigation (e.g., to the Medical Staff Office), the RN's Department Director will inform the RN of this referral. The union recognizes that no further information will be shared, and specifically acknowledges that this agreement does not provide the Union access to or information regarding this investigatory process due to statutory privilege under law.
7. No RN shall be disciplined for taking reasonable steps to protect himself/herself from assault or physical harm by a doctor, Hospital staff, patient or visitor on Hospital premises, including but not limited to, making good faith reports of events to local police or other governmental authorities.
8. The CNO or designee will meet with the Professional Performance Committee annually to review the workplace violence prevention plan for all units in the hospital as required by California Code of Regulations Title 8, Section 3342. Members of the Professional Performance Committee shall be compensated in accordance with the provision of Article 30.1 (Professional Performance Committee). Nurses from each impacted department shall have the right to participate in such meetings.

**33.2** Any dispute arising under this Article, including but not limited to dispute over the Employer's compliance with the Article, shall be subject to the grievance provisions of this Agreement but shall not be arbitrable. Nothing herein shall prevent the Union or any bargaining unit registered nurse from raising any disputes arising under this Article with any appropriate State agency.

**ARTICLE 34**  
**12 HOUR SHIFT (ALTERNATIVE WORK SCHEDULES)**

**34.1 APPLICABILITY**

This Article is intended to function as the exclusive provisions governing Alternative Workweek Schedules (hereafter “AWSs”) and overtime premiums for represented employees and reflect the parties’ agreement to opt-out of the implementation, overtime and other standards applicable to AWSs under Labor Code sections 510 and 511 and the applicable California Wage Orders, including but not limited to Wage Order No. 5, which standards will not apply. The parties acknowledge that this Article meets the requirements of Labor Code Sections 510(a)(2) and 514 by expressly providing terms related to wages, hours of work, and working conditions, including premium wage rates for all overtime hours worked, as specified herein, and exclusively govern the implementation, administration and use of AWSs for represented employees.

**34.2 GENERAL PROVISIONS**

The Hospital may implement 12-hour shifts without any vote for (a) employees in units created after the execution of the July 30, 2021 MOU, (b) any new employees hired after execution of the July 30, 2021 MOU, (c) employees already working an AWS at the time of execution of the July 30, 2021 MOU, and/or (d) employees who voluntarily request or accept a position in a unit with an AWS at any time after execution of the July 30, 2021 MOU. The Hospital must advise employees of the AWS.

Nurses who voluntarily accept a position with an AWS shall maintain their seniority and their status of employment (e.g., Full-Time, Part-Time, or PRN).

The Hospital may, in its discretion, discontinue 12-hour shift schedules for any employee or group or unit of employees upon a sixty (60) day notice to CNA and the Registered Nurses who will no longer be scheduled to work 12-hour shifts.

At the time of execution of the July 30, 2021 MOU, nurses working non-AWS shifts (shifts that are not considered AWS Shifts, e.g., 8-hour shifts) shall maintain their status. Furthermore, a nurse who is working a non-AWS schedule may maintain their status if they transfer to another department or change their FTE status. Nurses working 8-hour shifts who transfer to a different shift or department will maintain their 8-hour status (if they so choose) even if the vacancy is not for an 8-hour position, so long as the department into which they are seeking a transfer has another 8-hour shift nurse.

In the event a nurse is hired into, has accepted, or is otherwise working a schedule with an AWS, this agreement will not prohibit the nurse from seeking an available non-AWS position. However, the posting of positions that do not have an AWS shall be at the discretion of the Hospital.

In the event that a hospital wishes to open a new unit with 12-hour shifts, it may do so without taking a vote. The Hospital will notify the Union in advance of opening such a unit. Incumbent employees working 8-hour shifts as of July 30, 2021 desiring to transfer to the new unit who wish to work 8-hour shifts will be accommodated, so long as such transfers do not exceed 20% of the shifts on a given shift.

Registered Nurses who volunteer to accept a 12-hour shift position may elect to return to 8-hour shift positions as long as such election is communicated (a) in writing to their department manager, and (b) during the first three (3) schedules in which he or she works an AWS.

### **34.3 POSTING AND SCHEDULING**

**34.3.1** Upon implementation of 12-hour shifts in an existing eight-hour unit, the initial number of 12-hour shift positions created by the hospital will equal the number of Nurses in the unit desiring such positions, provided that a staffing schedule can be arranged to accommodate those Registered Nurses choosing to participate. In addition, in the event that at implementation more 12-hour shift positions are needed in the unit than there are interested Registered Nurses already employed by the Hospital, the Hospital may utilize outside resources to fill the needed positions.

**34.3.2** Both 8-hour and 12-hour shift positions will be posted and filled in accordance with the terms of the Collective Bargaining Agreement between CNA and the Hospital. The Hospital may, in its discretion, fill vacant 12-hour shift positions with 8-hour shift employees to cover 8 of the 12 hours.

**34.3.3** The usual full-time 12-hour shift-staffing pattern will be three (3) 12-hour shifts in a 7-day work period. Registered Nurses who are regularly scheduled for three (3) complete 12-hour shifts (36 hours) in a week will be recognized as full-time employees.

**34.3.4** The Hospital will schedule Registered Nurses to work no more than three (3) 12-hour shifts in a row, unless the Registered Nurse submits an unsolicited written request for such schedule. Except when requested by the Registered Nurse, if the Hospital requires a Registered Nurse to work more than three (3) consecutive 12-hour shifts, the Registered Nurse will be paid one and one-half (1½) times the Registered Nurse's straight time hourly rate for such subsequent shift.

**34.3.5** The Hospital reserves the right to develop a staffing schedule consisting of two (2) 12-hour shifts or of two (2) 12-hour shifts and one (1) 8-hour shift in a 7-day work period. Registered Nurses assigned to such schedules will be considered part-time.

### **34.4 PAY**

**34.4.1** Registered Nurses working in a 12-hour shift position will be paid their hourly straight time rate for the first 12 hours in a shift. Hours worked in excess of 12 hours in a shift (excluding the meal period) will be paid at the rate of twice the Nurse's regular rate of pay. Nurses who work more than three (3) 12-hour shifts in a 7-day work period or over 40 hours in a workweek will be paid one and one-half (1½) times their

regular rate for each such additional hour. Extra shift pay will be paid in accordance with the Collective Bargaining Agreement between the parties.

**34.4.2** A Registered Nurse who is designated by a Supervisor to be in charge of a unit shall receive additional compensation in accordance with Article 32, Section 32.6, for each hour that the Nurse is authorized to be in charge and perform charge responsibility duties.

## **34.5 BENEFITS**

**34.5.1** Full-time Registered Nurses working three (3) 12-hour shifts in a 7-day workweek will accrue benefits, such as vacation, pensions, holidays, sick time, health insurance, education leave, etc., on the same basis as full-time Registered Nurses working a normal 40 hour workweek. At no time will benefit accruals earned by Registered Nurses in 12-hour shift positions exceed that earned by other full-time Registered Nurses. Part-time Registered Nurses working 12-hour shifts will accrue benefits on the basis of hours worked.

**34.5.2** All Registered Nurses working on a holiday recognized in the Collective Bargaining Agreement between the parties will receive one and one-half (1½) times their regular rate for each hour worked on the holiday. Hours worked in excess of 12-hours on a holiday will be paid at twice the Nurse's regular rate. In addition, full-time Registered Nurses working a holiday will receive an additional 12-hour day off, provided sufficient hours of accrued but unused holiday time are available. Part-time Registered Nurses who are required to work on a holiday will also be granted an additional 12-hour day off, provided sufficient hours of accrued but unused holiday time are available. Holiday pay will be earned for the shift the majority of which is worked on the holiday.

**34.5.3** Paid leave days such as bereavement leave, jury duty leave and sick leave may be taken only when the basis for such leave falls on a Registered Nurse's scheduled workday. Education leave may be taken according to hospital policy and practice.

**34.5.4** Bereavement and jury duty leaves are available to Registered Nurses in 12-hour shift positions on the same basis as Registered Nurses in 8-hour shift positions. Registered Nurses in 12-hour shift positions may take up to 24 hours of paid bereavement leave in the event of the death of an immediate family member as defined in Article 19.5 of the Collective Bargaining Agreement between the parties. Registered Nurses in 12-hour shift positions who are required to report for jury duty will receive their regular compensation for each day of service, less jury duty pay. Proof of jury service must be provided to the hospital in order to be paid in accordance with this provision.

**34.5.5** Registered Nurses in 12-hour shift positions will earn 8 hours of sick leave for each such month of continuous full-time employment (as defined above), and as consistent with Article 19.3.1. Registered Nurses who are unable to report for work due to illness may utilize 12 hours of sick leave for each such day of illness provided sufficient hours of accumulated but unused sick leave are available.



**34.5.6** Education leave shall be earned at the rate of forty (40) hours per year of continuous full-time employment (as defined above), in accordance with Article 19. A Registered Nurse working 12-hour shifts may take up to 12 hours of education leave to cover approved courses, workshops, or seminars, provided the Registered Nurse has available sufficient hours of accrued but unused education leave. In the event that the Registered Nurse has taken 12 hours of education leave and required home study is assigned for the course, all time spent in home study will be considered part of the 12 hours of education leave. If the Registered Nurse was normally scheduled to work a 12-hour shift and takes education leave, the Registered Nurse may, if needed in the unit, choose to report to work following the completion of the course, workshop or seminar. In the event, the employee returns to work, the Registered Nurses would utilize only that amount of education leave necessary to cover the time involved for the course and would be paid at the formula rate for the remainder of the shift.

**34.5.7** Registered Nurses required to attend mandatory education classes, in-services, or meetings on an assigned workday shall report for work in their unit for the remainder of their shift at the conclusion of the class, in-service or meeting. If the required class or meeting is scheduled on a full-time Registered Nurse's day off, the Registered Nurse will be paid one and one half (1½) times her/his straight time hourly rate for all hours the Registered Nurse is required to be in attendance, provided the Registered Nurse has already worked three (3) 12-hour shifts in the week. Education leave, unless mandatory, shall not be considered hours worked for overtime purposes.

**34.5.8** If accrual rates of any paid leave time necessitate different formulas for 12-hours and 8-hour positions, the Registered Nurse's accrual records will be adjusted anytime there is a change to or from a 12-hour shift position.

## **34.6 MEAL PERIODS AND BREAKS**

**34.6.1** Registered Nurses covered by this Article will be provided with an unpaid one-half (½) hour meal period and three (3) paid 15-minute breaks during the 12-hour shift. Two (2) breaks may be combined, although a break may not be combined with the meal period.

## **34.7 WEEKENDS**

**34.7.1** If the 12-hour shift schedule creates a surplus of Registered Nurses scheduled to work weekends, any reduction of scheduled weekends in the unit will be shared equally between Registered Nurses in 8-hour and 12-hour shift positions.

## **34.8 DROP DAYS**

**34.8.1** Drop days will be regulated by the Collective Bargaining Agreement between the parties, except as follows in the case of partial drop days.

**34.8.2** If a 12-hour shift Registered Nurse under this Article is canceled for all or a portion of a shift and is asked to be available during that shift, then the Registered Nurse

will be paid half his/her straight time rate for all hours asked to be available and all hours actually worked during such shifts will be paid at his/her straight time rate.

### **34.9 REST BETWEEN SHIFTS**

**34.9.1** Rest between shifts shall be governed by this Collective Bargaining Agreement, except that the period between shifts shall be reduced to 11½ hours.

## **ARTICLE 35 COMMITTEE FOR DIVERSITY, EQUITY & INCLUSION**

**35.1** The Hospitals and the Union agree to the shared goal of having a workforce of Registered Nurses in the Hospitals that reflects the community each Hospital serves. In that regard, within three (3) months of ratification of this Agreement, the Hospitals and Union will form a Committee for Diversity, Equity, & Inclusion (“CDEI”) (at each Hospital) to discuss specifically issues related to diversity, equity, and inclusion within the nursing workforce of each Hospital. Appropriate topics for the CDEI may include (a) disparities, if any, in recruitment, selection, retention, training and promotion, (b) demographics of Registered Nurses within the bargaining unit, and (c) barriers, if any, to nursing practice. The parties agree that individual issues are not appropriate for the CDEI. The Hospital will also provide the Union with an annual demographic report that includes aggregate information concerning race/ethnicity and sex of its bargaining unit Registered Nurses.

### **35.1.1 The CDEI:**

1. May meet up to four (4) times a year for up to one (1) hour per meeting and the Registered Nurse members will be paid at their base hourly rate for attendance;
2. Will meet within six (6) weeks of a request by any committee member that a meeting be held (absent mutual agreement otherwise); and
3. Will be comprised of three (3) bargaining unit Registered Nurses selected by the Union.

If requested by the committee, two (2) nursing managers or Human Resources representatives selected by the Hospital will attend.

**35.2** The CDEI will be advisory in nature and may submit recommendations on the aforementioned issues, unanimously agreed upon by committee members, to the Vice President of Human Resources (or designee), who will respond to the recommendations, in writing, within thirty (30) days of receipt.

**35.3** By participating in the CDEI, the Hospital does not waive any of its management rights. With the exception of disputes concerning the Hospital’s compliance with its obligation to meet with the committee, respond to recommendations in the timeline provided, or pay committee

members, this Article is not subject to the grievance and arbitration procedures of this Agreement or any other legal process, and will expire with the original expiration date of this Agreement, regardless of any extensions that may be agreed to with respect to the Agreement.

### **ARTICLE 36 TERM OF AGREEMENT**

This Agreement shall be effective as of July 1, 2022 and shall continue in effect without changes or amendment through June 30, 2025. This Agreement shall automatically be renewed and extended from year to year thereafter unless either party serves notice in writing on the other party at least ninety (90) days prior to the expiration date of this Agreement, or any subsequent anniversary date of same if this Agreement is automatically renewed or extended in accordance with this Article, of its intention to terminate or amend this Agreement.

DRAFT 08-29-2022

Dated this 9th day of July, 2022 at San Jose, California.

CALIFORNIA NURSES ASSOCIATION

GOOD SAMARITAN HOSPITAL and  
REGIONAL MEDICAL CENTER OF SAN  
JOSE

\_\_\_\_\_  
Bonnie Castillo, Executive Director

\_\_\_\_\_  
Samuel I. Romano, J.D., Director of Employee &  
Labor Relations for Good Samaritan Hospital

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Bradley Van Waus, HCA Division Director

\_\_\_\_\_  
Peter Salcido, Director of Labor Relations for  
Regional Medical Center of San Jose

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Lynda Berg, Lead Labor Representative

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Allen J. McKenna, Counsel for Good Samaritan  
Hospital and Regional Medical Center of San Jose

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Leo Volobrynsky, Labor Representative

\_\_\_\_\_  
MaryJean Dimapasoc, RN

\_\_\_\_\_  
Fauzia Karmally, RN

\_\_\_\_\_  
Martha Marrero, RN

\_\_\_\_\_  
Linda Vences, RN

\_\_\_\_\_  
Stephanie Landry, RN

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Lydia Vasovich-Gmerek, RN

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Blaine Walke, RN

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Deidre White, RN

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Maureen Zeman, RN

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## **APPENDIX A FLOAT POOL**

- 1) The Float Pool is comprised of a group of Nurses (all RN II's or above) who are permanently assigned to float on a day to day basis.
- 2) The Float Pool will be used to supplement unit staffing when census increases, or to provide coverage for unscheduled absences, as well as meals and breaks.
- 3) Nurses hired into the Float Pool will receive orientation and must complete competencies for all units to which they will float.
- 4) Float Pool RNs will have competencies and certifications for the units in which they are assigned to float.
- 5) The staffing and scheduling of the Float Pool Nurses will remain in the Staffing Office (or Nursing Administration Office).
- 6) Attempts will be made daily to provide some consistency as to where the Float Pool nurse is assigned.
- 7) Float Pool RNs will receive a 10% differential for hours worked in the float pool.

**APPENDIX B**  
**GOOD SAMARITAN HOSPITAL PICU SIDE LETTER**

PICU will not be closed just because the census drops to one patient.

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**APPENDIX C**  
**MEMORANDUM OF UNDERSTANDING – MANAGEMENT RIGHTS**

The Union and the Hospitals agree as follows:

During the course of negotiations the parties have discussed bargaining unit placement of certain RNs and certain managers performing bargaining unit work. The Parties have agreed that certain RNs will be exempt from their agreement that bargaining unit members will perform bargaining unit work, in accordance with Article 25 (Recognition) and Article 13 (Management Rights) as follows:

1. Audrey Paulson is understood to be in a non-bargaining unit position in her capacity as Neuroscience Nurse Navigator. The Parties agree that this agreement concerning Ms. Paulson is non-precedent setting for any other RN positions created.

The agreement set forth above shall apply to the RNs identified above and shall not apply to RNs subsequently hired into their positions or to any other RNs.



**APPENDIX D**  
**NURSES FORMERLY WORKING AT SAN JOSE MEDICAL CENTER**

Nurses who worked at San Jose Medical Center and transferred to Good Samaritan or Regional Medical Center before or at the time of the closure, or who were laid off from San Jose Medical Center and return to work at Good Samaritan Hospital or Regional Medical Center without a break in service under the contract (as amended by the Agreement with CNA concerning the closure of San Jose Medical Center), shall retain credit for their service at San Jose Medical Center for all purposes. Provided, however, the San Jose Market Pension Plan shall determine whether an employee has a break in service under that plan.

Nurses who retired from San Jose Medical Center prior to the closure and who are receiving retiree health benefits, shall continue to be eligible for such benefits, to the same extent that similarly situated nurses who retired from Good Samaritan or Regional Medical Center are eligible for such benefits.

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**APPENDIX E  
PER DIEM FLOATING EXPECTATIONS BEYOND DIVISION**

<b>Facility</b>	<b>“Base” department</b>	<b>Float to for all tasks/ procedures</b>	<b>Float for limited tasks/ procedures</b>
<b>RMC</b>	Cath Lab		TCU – conscious sedation
	Endo		To assist with endoscopic procedures in any department
	PACU		Cath Lab – pre/post care
	ICU	PACU	Cath Lab – post cath care; Endo for conscious sedation
	Observation//2 East	TSON	
	Med Tele	TSON	
	TCU	TSON	
	ED		Anywhere for conscious sedation; cath lab for post-cath care
	ALL		ANY to care for patients being held for lack of beds in the nurse’s home unit

<b>Facility</b>	<b>“Base” department</b>	<b>Float to for all tasks/ procedures</b>	<b>Float for limited tasks/ procedures</b>
<b>GSH</b>	CVICU	Pre-Surg; PACU	3CVE or 3CVW for PCU patients
	NSIC/MSIC	Pre-Surg; PACU	
	ED		Anywhere for conscious sedation
	6 SON/Medical Oncology		Ante-partum/Mother-baby for GYN only
	3C		Ante-partum/Mother-baby for GYN only
	Ante-partum/Mother-Baby		6 SON/Med Oncology for GYN only
	Ante-partum/Mother-Baby		3C
	Labor and Delivery		NICU Level 1 only
	Behavioral Health		ED for BH patients only
	OR	Pre-Surg	
	Endo	Pre-Surg	To assist with endoscopic procedures in any department
	PACU	Pre-Surg	
	Children’s Surgery	Pre-Surg	
	Peds		Mother-Baby – infants only
	NICU	PEDS	Mother-Baby – infants only
	PICU	NICU	Mother-Baby – infants only
	ALL		ANY to care for patients being held for lack of beds in the nurse’s home unit

**APPENDIX F**  
**SIDE LETTER - ARTICLE 19.3.5**

The Union and the Hospitals agree to the following process when a full-time RN reduces his/her status from full-time to a part-time position. In the event, the full-time RN's sick pay balance above the part-time cap will be "frozen" and only available to be used by the RN under the following circumstances:

1. Upon return to full-time status, the RN's frozen balance will be restored upon request;
2. Upon retirement, the RN will receive the unused balance in accordance with Section 19.3.3.
3. While working part-time, the RN may elect to draw additional hours from the "frozen" balance up to two (2) times per year in increments of not less than forty (40) hours; except in the event the remaining balance is less than forty (40) hours, the RN must draw the entire remaining balance. In no event, may the RN draw additional hours if the draw causes the RN's sick leave balance to exceed the appropriate cap.
4. This side letter shall be retroactive only for RNs whose status was reduced from full-time status to a part-time position beginning on December 1, 2011 and thereafter; otherwise, this letter shall have prospective application only.

**APPENDIX G**  
**SIDE LETTER - EXPOSURE PAY**

The Association and the Hospitals agree that exposure to risks from the patient population it treats is inherent in Registered Nurse employment. Therefore, the Hospitals and the Association agree that if a Registered Nurse is directed by a hospital representative to discontinue working due to threat of, actual exposure to, or need for treatment for a communicable disease, and is unable to return to his/her assigned job for the balance of the shift, the RN will be paid for any lost wages for the balance of that shift at the RNs regular hourly rate, which shall not be charged to his or her sick leave. The paid time shall not constitute hours worked for the purposes of calculating overtime, but the RN shall not suffer any loss of seniority, vacation accrual or other benefits.

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**APPENDIX H**  
**SENIORITY FOR CASE MANAGERS, CARDIAC CATHETERIZATION**  
**LABORATORY NURSES, CORE MEASURES NURSES (GOOD**  
**SAMARITAN MISSION OAK ONLY) AND CARDIAC REHABILITATION**  
**NURSES (GOOD SAMARITAN MISSION OAK ONLY)**

The Union and the Hospitals agree to the following process for creating a seniority list for nurses in the following classifications: Case managers, cardiac catheterization laboratory nurses, core measures nurses (Good Samaritan Mission Oak only) and cardiac rehabilitation nurses (Good Samaritan-Mission Oak only).

For the purposes of calculating seniority for each full time or part time nurse is his/her last date of hire as an RN. RNs with a date of hire prior to July 20, 2016 would use that date (July 20, 2016) for the purposes of bumping rights and bidding rights.

DRAFT 08-29-2022

## APPENDIX I WAGES AND CLASSIFICATIONS

### Year 1:

~~Retroactive to the first full pay period beginning after June \_\_\_\_\_, 2022, (the actual pay day is July \_\_\_\_\_, 2022), the Hospitals will adjust the wage scales and all RN wages as provided in the charts below. To be eligible for retroactive pay, the RN must be an active employee at the time the payment is made.~~ On the first full pay period following July 13, 2022 (the actual pay day is August 5, 2022), RN1s, RN2s, RN3s, and RN4s will receive an increase of no less than six and three fourths percent (6.75%).

RN 1	Year
YOE	< 1
	<u>\$72.42</u>
PRN	<u>\$79.66</u>

RN 2	Year																	
CYE*	< 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	<u>\$76.33</u>	<u>\$79.01</u>	<u>\$81.70</u>	<u>\$84.39</u>	<u>\$87.08</u>	<u>\$89.76</u>	<u>\$92.43</u>	<u>\$95.41</u>	<u>\$96.37</u>	<u>\$97.32</u>	<u>\$98.27</u>	<u>\$99.22</u>	<u>\$100.17</u>	<u>\$101.13</u>	<u>\$102.07</u>	<u>\$103.05</u>	<u>\$104.00</u>	<u>\$104.96</u>
PRN	<u>\$83.96</u>	<u>\$86.91</u>	<u>\$89.86</u>	<u>\$92.83</u>	<u>\$95.79</u>	<u>\$98.73</u>	<u>\$101.68</u>	<u>\$104.96</u>	<u>\$106.01</u>	<u>\$107.06</u>	<u>\$108.11</u>	<u>\$109.15</u>	<u>\$110.19</u>	<u>\$111.24</u>	<u>\$112.28</u>	<u>\$113.35</u>	<u>\$114.39</u>	<u>\$115.45</u>

RN 3	Year																	
CYE*	< 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	<u>\$80.15</u>	<u>\$82.83</u>	<u>\$85.52</u>	<u>\$88.20</u>	<u>\$90.90</u>	<u>\$93.58</u>	<u>\$96.28</u>	<u>\$100.17</u>	<u>\$101.19</u>	<u>\$102.18</u>	<u>\$103.18</u>	<u>\$104.19</u>	<u>\$105.19</u>	<u>\$106.18</u>	<u>\$107.19</u>	<u>\$108.19</u>	<u>\$109.19</u>	<u>\$110.19</u>
PRN	<u>\$88.16</u>	<u>\$91.11</u>	<u>\$94.07</u>	<u>\$97.01</u>	<u>\$99.99</u>	<u>\$102.94</u>	<u>\$105.91</u>	<u>\$110.19</u>	<u>\$111.31</u>	<u>\$112.40</u>	<u>\$113.51</u>	<u>\$114.61</u>	<u>\$115.71</u>	<u>\$116.81</u>	<u>\$117.91</u>	<u>\$119.02</u>	<u>\$120.12</u>	<u>\$121.20</u>

RN 4	Year																	
CYE*	< 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	<u>\$84.16</u>	<u>\$86.84</u>	<u>\$89.54</u>	<u>\$92.21</u>	<u>\$94.89</u>	<u>\$97.59</u>	<u>\$100.29</u>	<u>\$105.19</u>	<u>\$106.24</u>	<u>\$107.29</u>	<u>\$108.34</u>	<u>\$109.40</u>	<u>\$110.45</u>	<u>\$111.51</u>	<u>\$112.56</u>	<u>\$113.61</u>	<u>\$114.65</u>	<u>\$115.70</u>
PRN	<u>\$92.57</u>	<u>\$95.53</u>	<u>\$98.50</u>	<u>\$101.43</u>	<u>\$104.38</u>	<u>\$107.35</u>	<u>\$110.33</u>	<u>\$115.71</u>	<u>\$116.86</u>	<u>\$118.02</u>	<u>\$119.18</u>	<u>\$120.34</u>	<u>\$121.50</u>	<u>\$122.67</u>	<u>\$123.81</u>	<u>\$124.97</u>	<u>\$126.11</u>	<u>\$127.27</u>

\* CYE: Years of experience credited by the Hospital.

**Year 2:**

On the first full pay period beginning after June 30, 2023, (the actual pay day is July [REDACTED], 2023), RN1s, RN2s, RN3s, and RN4s, will receive an increase of no less than five percent (5%).

RN 1	Year
YOE	< 1
	<u>\$76.04</u>
PRN	<u>\$83.64</u>

RN 2	Year																	
CYE*	< 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	<u>\$80.14</u>	<u>\$82.96</u>	<u>\$85.78</u>	<u>\$88.61</u>	<u>\$91.43</u>	<u>\$94.24</u>	<u>\$97.06</u>	<u>\$100.18</u>	<u>\$101.19</u>	<u>\$102.19</u>	<u>\$103.19</u>	<u>\$104.19</u>	<u>\$105.18</u>	<u>\$106.19</u>	<u>\$107.18</u>	<u>\$108.20</u>	<u>\$109.20</u>	<u>\$110.20</u>
PRN	<u>\$88.16</u>	<u>\$91.25</u>	<u>\$94.36</u>	<u>\$97.47</u>	<u>\$100.58</u>	<u>\$103.67</u>	<u>\$106.76</u>	<u>\$110.20</u>	<u>\$111.31</u>	<u>\$112.41</u>	<u>\$113.51</u>	<u>\$114.61</u>	<u>\$115.70</u>	<u>\$116.81</u>	<u>\$117.89</u>	<u>\$119.01</u>	<u>\$120.11</u>	<u>\$121.22</u>

RN 3	Year																	
CYE*	< 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	<u>\$84.16</u>	<u>\$86.97</u>	<u>\$89.79</u>	<u>\$92.61</u>	<u>\$95.44</u>	<u>\$98.26</u>	<u>\$101.09</u>	<u>\$105.18</u>	<u>\$106.25</u>	<u>\$107.29</u>	<u>\$108.34</u>	<u>\$109.40</u>	<u>\$110.45</u>	<u>\$111.49</u>	<u>\$112.55</u>	<u>\$113.60</u>	<u>\$114.65</u>	<u>\$115.70</u>
PRN	<u>\$92.57</u>	<u>\$95.67</u>	<u>\$98.77</u>	<u>\$101.87</u>	<u>\$104.99</u>	<u>\$108.09</u>	<u>\$111.20</u>	<u>\$115.70</u>	<u>\$116.87</u>	<u>\$118.02</u>	<u>\$119.18</u>	<u>\$120.34</u>	<u>\$121.49</u>	<u>\$122.65</u>	<u>\$123.80</u>	<u>\$124.97</u>	<u>\$126.12</u>	<u>\$127.26</u>

RN 4	Year																	
CYE*	< 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	<u>\$88.37</u>	<u>\$91.18</u>	<u>\$94.02</u>	<u>\$96.82</u>	<u>\$99.63</u>	<u>\$102.47</u>	<u>\$105.31</u>	<u>\$110.45</u>	<u>\$111.55</u>	<u>\$112.66</u>	<u>\$113.76</u>	<u>\$114.87</u>	<u>\$115.98</u>	<u>\$117.09</u>	<u>\$118.19</u>	<u>\$119.29</u>	<u>\$120.38</u>	<u>\$121.48</u>
PRN	<u>\$97.20</u>	<u>\$100.31</u>	<u>\$103.42</u>	<u>\$106.51</u>	<u>\$109.60</u>	<u>\$112.72</u>	<u>\$115.84</u>	<u>\$121.49</u>	<u>\$122.70</u>	<u>\$123.92</u>	<u>\$125.13</u>	<u>\$126.36</u>	<u>\$127.58</u>	<u>\$128.80</u>	<u>\$130.00</u>	<u>\$131.22</u>	<u>\$132.42</u>	<u>\$133.63</u>



**Year 3:**

On the first full pay period beginning after June 30, 2024 (the actual pay day is July ██████, 2024), RN1s, RN2s, RN3s, and RN4s, will receive an increase of no less than four and three fourths percent (4.75%).

RN 1	Year
YOE	< 1
	<u>\$79.65</u>
PRN	<u>\$87.61</u>

RN 2	Year																	
CYE*	< 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	<u>\$83.95</u>	<u>\$86.90</u>	<u>\$89.86</u>	<u>\$92.81</u>	<u>\$95.77</u>	<u>\$98.72</u>	<u>\$101.67</u>	<u>\$104.94</u>	<u>\$106.00</u>	<u>\$107.04</u>	<u>\$108.09</u>	<u>\$109.13</u>	<u>\$110.18</u>	<u>\$111.24</u>	<u>\$112.27</u>	<u>\$113.34</u>	<u>\$114.38</u>	<u>\$115.44</u>
PRN	<u>\$92.34</u>	<u>\$95.58</u>	<u>\$98.84</u>	<u>\$102.10</u>	<u>\$105.35</u>	<u>\$108.59</u>	<u>\$111.83</u>	<u>\$115.44</u>	<u>\$116.60</u>	<u>\$117.75</u>	<u>\$118.90</u>	<u>\$120.05</u>	<u>\$121.19</u>	<u>\$122.35</u>	<u>\$123.49</u>	<u>\$124.67</u>	<u>\$125.82</u>	<u>\$126.98</u>

RN 3	Year																	
CYE*	< 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	<u>\$88.15</u>	<u>\$91.10</u>	<u>\$94.06</u>	<u>\$97.01</u>	<u>\$99.98</u>	<u>\$102.92</u>	<u>\$105.89</u>	<u>\$110.18</u>	<u>\$111.29</u>	<u>\$112.39</u>	<u>\$113.49</u>	<u>\$114.59</u>	<u>\$115.70</u>	<u>\$116.79</u>	<u>\$117.89</u>	<u>\$119.00</u>	<u>\$120.10</u>	<u>\$121.19</u>
PRN	<u>\$96.97</u>	<u>\$100.21</u>	<u>\$103.46</u>	<u>\$106.70</u>	<u>\$109.98</u>	<u>\$113.22</u>	<u>\$116.48</u>	<u>\$121.19</u>	<u>\$122.43</u>	<u>\$123.62</u>	<u>\$124.84</u>	<u>\$126.05</u>	<u>\$127.26</u>	<u>\$128.47</u>	<u>\$129.68</u>	<u>\$130.90</u>	<u>\$132.11</u>	<u>\$133.31</u>

RN 4	Year																	
CYE*	< 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	<u>\$92.57</u>	<u>\$95.51</u>	<u>\$98.48</u>	<u>\$101.42</u>	<u>\$104.37</u>	<u>\$107.34</u>	<u>\$110.31</u>	<u>\$115.70</u>	<u>\$116.85</u>	<u>\$118.01</u>	<u>\$119.16</u>	<u>\$120.32</u>	<u>\$121.49</u>	<u>\$122.65</u>	<u>\$123.80</u>	<u>\$124.96</u>	<u>\$126.10</u>	<u>\$127.25</u>
PRN	<u>\$101.82</u>	<u>\$105.07</u>	<u>\$108.34</u>	<u>\$111.56</u>	<u>\$114.81</u>	<u>\$118.07</u>	<u>\$121.34</u>	<u>\$127.26</u>	<u>\$128.53</u>	<u>\$129.81</u>	<u>\$131.08</u>	<u>\$132.36</u>	<u>\$133.64</u>	<u>\$134.92</u>	<u>\$136.17</u>	<u>\$137.45</u>	<u>\$138.71</u>	<u>\$139.98</u>

**Per Diems:**

Per Diem RNs shall receive 110% of the applicable scale and step. *See* Wage scales.

**Current RNs:**

RNs employed as of the date of ratification will not experience a pay cut during the life of the contract as a result of the application of these wage changes.

**APPENDIX J**  
**SAN JOSE MUNICIPAL CODE, CHAPTER 4.101**

The parties acknowledge that this collective bargaining agreement contains numerous sections addressing the rights of represented nurses to seek additional hours of work when available through the mechanisms established by this CBA. This agreement also recognizes the right of the Hospitals to use registry and traveler nurses when necessary to supplement staffing. As a result, the parties hereby explicitly, clearly and unambiguously agree to waive the requirements of San Jose ordinance known as the “Opportunity to Work Ordinance” and enacted as Chapter 4.101 in the San Jose Municipal Code until such time as a new collective bargaining agreement may be negotiated.

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**APPENDIX K**  
**TUITION REIMBURSEMENT, LOAN REPAYMENT, & PAID FAMILY LEAVE**

A. Tuition Reimbursement

The Hospital will provide reimbursement in accordance with Policy HR.TR.027, which is available online.

B. Loan Repayment

The Hospital will make student loan repayment available to bargaining unit employees on the same basis that student loan repayment benefits are available to non-bargaining unit employees in the Hospital.

C. Paid Family Leave

The Hospital will provide paid family leave in accordance with Policy HR.TR.026, which is available online.

D.

It is understood that the benefits described in paragraphs A, B, and C above, will be provided to the same extent and on the same basis as provided to non-bargaining unit employees in the Hospital.

## **Side Letter -RE: APPENDIX A – MED/SURG/TELE FLOAT POOL**

The Parties acknowledge that patient care needs may require the Hospitals to develop and maintain a robust Float Pools of qualified, competent RNs. The Parties also agree that whenever possible the Float Pools should be comprised of qualified RN II nurses or above; however, seeking to be hired into a Float Pool position is voluntary.

After six (6) months from the effective date of this Agreement, if the Hospitals determine that an insufficient number of RNs are participating in the Med/Surg/Tele Float Pool program, they may, during the term of the Agreement, give notice to the Union and enter into good faith collective bargaining to resolve the shortage. Bargaining may include such topics as the training and use of RN I nurses in the Med/Surg/Tele Float Pool. Consistent with the National Labor Relations Act, neither party shall be obligated to agree to the proposals of the other party.

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## **Side Letter - PER DIEM REGISTERED NURSE WAGE INCREASE**

Effective immediately, Per Diem Registered Nurses who were employed at Good Samaritan Hospital and Regional Medical Center as of July 30, 2021, and did not receive the full 10% wage increase added to all other bargaining unit nurses wage rates as a result of the Special Review Panel side letter, shall receive the full 10% wage increase to July 30, 2021. This shall be in addition to any wage increase bargained in Article 32 Wages and Classifications and Appendix I Wage Scale. This side letter would resolve the Per Diem Wage Increase grievance filed 9/24/2021.

- i. Retroactive payments will be effective the first full pay period after July 30, 2021.
- ii. To be eligible to receive the retroactive payment, Per Diem must be employed by the Hospital as of the date of ratification.

WSACTIVELLP:13361240.1

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