

COLLECTIVE BARGAINING

AGREEMENT

PETALUMA VALLEY HOSPITAL

AND



PETALUMA STAFF NURSE

PARTNERSHIP

MARCH 25, 2021 – MARCH 25, 2025

WWW.SNPONLINE.NET

SEVEN TESTS FOR JUST CAUSE

(As Identified by Arbitrator Carroll Daugherty in Enterprise Wire Company and Enterprise Independent, Union, 46 LA 359)

1. Was the worker given advance warning of the probable consequences of his conduct?
 - a. Is the rule or standard that has been violated published?
 - b. Is it posted somewhere?
 - c. Has the employee received a copy of the rule or performance standard?
 - d. Is the rule or standard stated in easy to understand wording?
 - e. Has the employee been warned previously (coaching or discipline)?
2. Was the controlling rule, order or standard reasonably related to efficient and safe operations?
3. Was the alleged violation of the rule or order fully investigated before discipline?
 - a. Consider a joint investigation with the union
 - b. Involves interviewing others, reviewing documents
4. Was the investigation fair and objective?
5. Did the investigation uncover substantial proof of guilt?
6. Was the employer's treatment even-handed and non-discriminatory?
7. Was the disciplinary action reasonable related to the worker's records and the gravity of the offense?

The Weingarten Rights

The Supreme Court has ruled that an employee is entitled to have a Union Representative present during any interview which may result in discipline. These rights are called your Weingarten Rights.

1. You must request that a Union Rep be called into the meeting.
2. You must have a reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting and the right to consult your Union Rep prior to the meeting to get advice.
4. Do not refuse to attend the meeting if a Union Rep is requested but denied. We suggest you attend the meeting and repeatedly insist upon your right to have a Union Rep present. If this fails, we suggest that you not answer questions and take notes.

(To be printed on the back of the front cover. Not part of the contract.)

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**COLLECTIVE BARGAINING AGREEMENT
PETALUMA VALLEY HOSPITAL
AND THE
PETALUMA STAFF NURSE PARTNERSHIP**

PARTIES

The parties to this Agreement are the Petaluma Staff Nurse Partnership (or "Partnership") and the Petaluma Valley Hospital (or "Hospital").

PREAMBLE

Both parties recognize that it is to their mutual advantage to have efficient and uninterrupted operation of their Hospital. In order to form a harmonious and constructive relationship serving as a basis to reach agreement over matters of mutual concern to the Hospital and the Nurses, the Hospital and Partnership execute this Agreement. Among other important goals, this contract is designed to:

- Promote a way for Nurses, the Partnership and the Hospital to work together to improve the quality of health care and the working environment.
- Express the mutual intent of the parties to treat each other with mutual dignity, respect, courtesy and trust; and that these principles shall also apply in all interactions with patients and visitors. It is further the intent of the parties that the provisions of this Agreement further these goals.

ARTICLE 1: RECOGNITION

The Hospital recognizes the Petaluma Staff Nurse Partnership as the exclusive representative of the Nurses covered by this Agreement for the purpose of establishing mutually satisfactory conditions of employment.

ARTICLE 2: COVERAGE

Consistent with the National Labor Relations Board's (NLRB) certification in Case No. 20-RC-17020, this Agreement covers all Full-time and Part-time and Per Diem Nurses. Further, this Agreement shall cover any RN employed by the Hospital who is engaged in direct bedside care for fifty percent (50%) or more of his/her hours. Not covered under this Agreement are Home Health Nurses, Hospice Nurses, Wound Care Nurses, Infection Control Nurses, Employee Health Nurses, Nurse Educator/OB Educator, Staff Development Instructors, Patient Educator, Administrative Supervisor, Administrators (including Unit Managers and Assistant Managers), Case Managers and Supervisors.

During the term of this Agreement the Hospital agrees it will not challenge the bargaining unit status of any job classification or title currently included in the unit based on a claim that they qualify as a supervisor within the meaning of the National Labor Relations Act (NLRA) or the cases interpreting the Act.

The Hospital shall notify the Partnership prior to establishing any new classification of Nurse to be covered under this Agreement. The Hospital will negotiate with the Partnership regarding the terms and conditions of employment of any new, nonsupervisory Registered Nurse classification should the terms and conditions of employment vary from those outlined in this Agreement. Agreements reached pertaining to terms and conditions of employment, shall be reduced to writing and become part of this Agreement. Positions may be filled prior to final agreement on terms and conditions.

If a dispute exists regarding whether a new classification should be within the bargaining unit, it shall be appealed to an arbitrator. The arbitrator's authority shall be consistent with the authority outlined in the grievance Article 26, *Grievance, Non-binding, Mediation and Arbitration*.

It is understood there may be occasions when it is necessary for the Hospital to use its non-bargaining unit employees to assist with patient care duties typically performed by Registered Nurses. It is also understood that Bargaining Unit Nurses shall not suffer an adverse impact when non-bargaining unit employees are performing clinical nursing services.

ARTICLE 3: PARTNERSHIP RIGHTS

A. Membership

The Hospital recognizes that the Partnership has responsibility for and contributes to fostering high standards of nursing practice, and that through membership in the Partnership, the professionalism of the nursing staff in the Hospital shall be continued.

The dues paying Bargaining Unit shall consist of all Staff Nurses as set forth in Article 2, *Coverage*, employed by PVH at the time of ratification or hired thereafter. Nurses covered by this agreement shall be required to become dues paying members of the Partnership within thirty-one (31) days of ratification or hire, whichever applies. Alternatively, a Nurse may choose to decline full membership and shall then be required to pay to the Partnership an amount of money equal to the monthly dues to defray the Partnership's cost of acting as the bargaining agent for the Nurses.

Nurses who are members of a religion that has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Partnership. Instead they shall be required to pay equivalent sums to one of the non-religious charitable funds exempt from taxation under 501(c)(3) of the Internal Revenue Code, described below:

- Petaluma Valley Hospital Foundation
- Hospice of Petaluma
- Memorial Hospice
- Santa Rosa Memorial Hospital Foundation
- American Cancer Association
- American Heart Association
- "Face to Face" Aids Project
- United Way of Sonoma County

Any Nurse who fails to comply with the above requirements shall, upon written notice from the Partnership (and after an opportunity for counseling), be given fourteen (14) calendar days' notice of termination or be allowed to resign.

B. Payroll Deduction of Partnership Dues

The Hospital agrees to deduct on a monthly basis the periodic membership dues or service fees from the paycheck of each Nurse who voluntarily executes and delivers to the Hospital a valid dues check-off authorization form approved by the Hospital and the Partnership.

The Hospital shall remit to the Partnership the total sums so deducted, together with a list of the names of the Nurses from whom deductions were made, no later than the end of the month in which the deductions were made.

The Partnership shall indemnify and hold the Hospital harmless from any cost or liability resulting from any and all claims, demands, suits or any other action arising from the operation of this provision or from the use of the monies remitted to the Partnership, including the costs of defending against any such actions or claims unless the claim is the result of the fault or negligence of the Hospital. The Partnership agrees to refund to the Hospital any amounts paid to it in error.

C. Membership Information

Newly employed Registered Nurses shall be given thirty (30) minutes of paid time during their Petaluma Valley Hospital or Unit orientation to meet with a Partnership Nurse Representative. The Hospital shall provide the Partnership with the annual orientation schedule, which is subject to change. The Hospital will provide the Partnership with a list of new hires' names, the date of their anticipated start date including their planned scheduled Hospital orientation and the time that will be set aside during their Hospital orientation for Union orientation, on the Thursday prior to any Hospital orientation. If the Hospital later learns that a new Nurse is attending orientation after the Thursday cutoff, it will provide the Partnership notice as soon as practicable.

If the Hospital fails to provide such information, or if the new Nurse must do her/his Partnership orientation after completing the Hospital or Unit orientation, the new hire shall be paid thirty (30) minutes of straight time to complete the Partnership orientation. If Union orientation does not take place during a Nurse's Hospital orientation, Union orientation may take place at an off-duty time that is mutually agreed upon between the Union and the new hire. The reimbursement of thirty (30) minutes paid time shall expire forty-five (45) days past the date of the Hospital orientation which was attended by the Nurse. During orientation each party shall treat the other with respect.

The Hospital shall supply a list, sent electronically, of all current employees covered by this Agreement by name, address, employee identification number, classification, unit assigned, shift and date of hire to the Petaluma Staff Nurse Partnership no later than thirty-one (31) days after ratification.

Thereafter, the Hospital shall supply monthly the above information regarding hired or terminated Nurses during the preceding month and a master list during the first week of January of each year.

D. Partnership Access

The Partnership shall provide the Hospital a list of its duly authorized representatives once per calendar year. In the event the Partnership changes its duly authorized representatives, the Partnership shall provide notice one (1) week in advance of the effective change of representative status. The Hospital shall allow duly authorized employee and non-employee Union Representatives of the

Partnership to visit the Hospital at reasonable times to ascertain whether or not the Agreement is being observed and to assist in adjusting grievances. Notices of such visits shall be provided to the Director of Nursing (DON) at least twenty-four (24) hours in advance except in those rare cases where immediate action is required of a Union Representative. In cases where twenty-four (24) hours' advance notice is not possible, the DON or their designee shall still be provided as much advance notice as possible, and the Union Representative will provide notice again upon arrival at the entrance to the Hospital, at which point entry shall not be unreasonably denied. Designated employee Partnership Representatives may not conduct official Partnership business while on duty, and the work of the Nurses shall not be disrupted by on-duty, off-duty or non-employee designated Union Representatives.

E. Meeting Room

Reasonable requests to use Hospital meeting rooms will be approved using the same criteria applied to other Hospital and community meetings. Meeting rooms shall be scheduled through the Hospital.

F. Contract Negotiations

The Partnership shall notify the Hospital at least two (2) weeks in advance of the first collective bargaining meeting of the names of Nurses who will serve as Partnership bargaining committee members for a collective bargaining agreement. The Partnership may select no more than six (6) Nurses covered by this Agreement to participate in the Negotiation sessions. The Partnership will provide the Hospital at least seven (7) days' notice prior to any subsequent bargaining meetings of changes to the Partnership's bargaining committee unless the change to the committee was not reasonably expected, in which case notice will be provided promptly.

Nurse negotiators shall be released from their regularly scheduled work hours to attend bargaining meetings or regularly scheduled caucus time unless emergent and unanticipated patient care needs prevent it. If a bargaining meeting or regularly scheduled caucus takes place outside of a Nurse Negotiator's regularly scheduled shift, the Nurse Negotiator shall be released from another mutually agreed upon shift if the Nurse so wishes. The parties recognize that it may be necessary to postpone and reschedule bargaining meetings in the event a Nurse Negotiator cannot be released or a Hospital Negotiator is unavailable. The parties agree to act reasonably in that regard. Nurse Negotiators shall accrue benefits as they normally would for a regularly scheduled shift while in bargaining meetings with the Hospital.

ARTICLE 4: MANAGEMENT RIGHTS

The rights listed below are in all cases subject to the specific language in the Agreement, which shall take precedence.

The Hospital will retain and have exclusive right to exercise the customary functions of management, including but not limited to, the right to manage and control the premises and equipment; the right to select, hire, promote, suspend, discharge, assign, supervise and discipline employees; to determine and change starting times, quitting times and shifts; to transfer employees within departments and to other departments and other classifications; to determine and change the size of, composition of and qualification of working forces; to establish, change and abolish its policies, practices, rules and regulations and to adopt new policies, rules and regulations; to determine and modify job descriptions, job classifications and job evaluations; to determine or change methods and means by which its operations are to be carried on including the right to

subcontract; to introduce new and improved methods, technology, materials, equipment or facilities including, but not limited to new clinical technologies, to assign duties to employees in accordance with the needs and requirements determined by the Hospital; and to carry out all functions of management – whether or not exercised by the Hospital prior to execution of this Agreement – subject only to provisions expressly specified in this Agreement. In the exercise of its management rights, the Hospital shall not act in a discriminatory, unreasonable or unfair manner.

ARTICLE 5: NO DISCRIMINATION CLAUSE

There shall be no discrimination by the Hospital against any Nurse on account of membership in or activity on behalf of the Partnership or for filing a grievance. Neither the Hospital nor the Partnership shall discriminate for or against any employed Nurse or applicant on account of race, creed, color, national origin, age, sex, disability, political affiliation, veterans' status, or sexual orientation to the extent provided by state, federal or municipal law.

This Article also prohibits the Hospital from discriminating against any Nurse for engaging in any conduct protected by the National Labor Relations Act.

ARTICLE 6: CLASSIFICATIONS

A. Staff Nurse I

A Staff Nurse I is a Nurse employed by the Hospital who has less than six (6) months of Registered Nurse experience within the last three (3) years, on a regular basis of twenty-four (24) hours a week, in an accredited Hospital or any Facility attached thereto or accredited nursing home, with "accredited" defined to be accreditation by The Joint Commission (TJC) or Medicare accreditation. Credit for previous experience shall also be given automatically where a Nurse has been previously employed by accredited foreign hospitals, such as Canadian hospitals, or by military or civilian hospitals run by the Federal government.

B. Staff Nurse II

A Staff Nurse II is a Nurse employed by the Hospital who has at least six (6) months of Registered Nurse experience within the last three (3) years, on a regular basis of at least twenty-four (24) hours a week in settings as described in Section A, above.

C. Staff Nurse III/IV

This is the advanced level class in the Registered Nurse series. In order to become a Staff Nurse III or IV, a Nurse must meet the criteria described in the Appendix A, *Clinical Ladder, RN III/IV Procedure*.

ARTICLE 7: SCHEDULING CATEGORIES

A. Full-Time Nurses

Full-time Nurses are regularly employed to work on a predetermined schedule of 72-80 hours per two (2) week pay period.

B. Part-Time Nurses

Part-Time Nurses are regularly employed to work no more than two (2) departments on a predetermined schedule of 71 hours or less per two (2) week pay period.

C. Scheduling Preferences

The Hospital shall assign shifts in the following order based on seniority within each category:

1. Full-time, Part-time Nurses working to their regular schedule;
2. Per Diem Nurses meeting their availability;
3. Full-time, Part-time Nurses requesting extra non-overtime shifts;
4. Per Diem Nurses requesting extra non-overtime shifts;
5. Travelers;
6. Registry.

The established scheduling preferences of benefitted RN's shall be given priority. The Hospital will endeavor to ensure that those preferences are met. If circumstances dictate that it may not be possible to meet the scheduling preferences of all benefitted RN's the Hospital agrees to do the following in the order listed:

1. Seek volunteers to adjust their scheduling preferences;
2. Make all reasonable efforts to find alternative staffing sources in order to avoid adjusting RN's scheduling preferences;
3. Confer with the RN who may be affected by scheduling preference changes prior to making any such changes.

Scheduling preference changes still needing to be made shall be undertaken in reverse order of seniority on a rotation basis. The Hospital shall keep a record of all mandatory schedule changes made including the dates, shifts and Nurse(s) impacted and will provide the Partnership a copy of that record when a change occurs.

It is understood that the above shall apply only to changes in scheduling preferences made prior to posting of the relevant schedule. Once a schedule is posted, no changes shall be made to a Nurse's scheduled shift without his/her agreement.

D. Per Diem Nurses

Per Diem Nurses are employed on an intermittent basis but must work an average of at least one (1) shift per week in a four (4) week schedule. For purposes of scheduling, Per Diem staff submits availability thirty (30) days prior to the posting of the master schedule.

ARTICLE 8: CHANGE IN STATUS

Nurses who change status will accrue PTO and other benefits based on hours worked in the new status.

1. For Full or Part-time Nurses changing status from Full or Part-time to Per Diem, Nurses shall be eligible for further step movement in accordance with the contractual requirements for step movement.
2. Nurses who change status into a Per Diem position shall be paid out accrued, unused PTO.
3. Nurses changing status from Per Diem to Full or Part-time will start benefit accumulation at the Full-time or prorated rate as of the date of change in status. However, if the Nurse previously was a Full or Part-time Nurse, with no break in service, the Nurse retains for purposes of benefit accrual, the same anniversary date the Nurse had when Full-time or Part-time, adjusted forward for the length of time in Per Diem status.
4. Both parties recognize that Nurses may wish to reduce their Full-Time Employee (FTE) status for personal reasons. In areas where Nurses have expressed an interest in reduced schedules, the Partnership may propose that the Hospital post additional Part-time positions and the Hospital shall reasonably consider such requests. It is understood that any newly posted Part-time positions will be subject to the provisions of this Agreement regarding the posting of positions and the selection of qualified applicants.

ARTICLE 9: COMPENSATION

A. Wages

1. Effective the first day of the first pay period following ratification of this Agreement, Nurses shall be paid the following straight-time base hourly wage rates:

Base Hour Rate*

Grade	Description	Step	**Year 1 April 2021	5% Oct 2021	Year 2 3% April 2022	2.5% Oct 2022	Year 3 2.5% April 2023	1.5% Oct 2023	Year 4 3% April 2024
1	PSNP Staff Nurse 1	1	\$51.07	\$53.62	\$55.23	\$56.61	\$58.03	\$58.90	\$60.67
2	PSNP Staff Nurse II	1	52.88	55.52	57.19	58.62	60.08	60.99	62.82
2	PSNP Staff Nurse II	2	55.52	58.30	60.04	61.55	63.08	64.03	65.95
2	PSNP Staff Nurse II	3	58.29	61.20	63.04	64.62	66.23	67.23	69.24
2	PSNP Staff Nurse II	4	61.22	64.28	66.21	67.86	69.56	70.60	72.72
2	PSNP Staff Nurse II	5	64.26	67.47	69.50	71.23	73.02	74.11	76.33
2	PSNP Staff Nurse II	10	67.48	70.85	72.98	74.80	76.67	77.82	80.16
2	PSNP Staff Nurse II	15	69.17	72.63	74.81	76.68	78.59	79.77	82.17
2	PSNP Staff Nurse II	20	71.24	74.80	77.05	78.97	80.95	82.16	84.63
3	PSNP Staff Nurse III	1	55.51	58.29	60.03	61.53	63.07	64.02	65.94
3	PSNP Staff Nurse III	2	58.29	61.20	63.04	64.62	66.23	67.23	69.24
3	PSNP Staff Nurse III	3	61.22	64.28	66.21	67.86	69.56	70.60	72.72
3	PSNP Staff Nurse III	4	64.28	67.49	69.52	71.26	73.04	74.13	76.36
3	PSNP Staff Nurse III	5	67.48	70.85	72.98	74.80	76.67	77.82	80.16
3	PSNP Staff Nurse III	10	70.85	74.39	76.62	78.54	80.50	81.71	84.16
3	PSNP Staff Nurse III	15	72.62	76.25	78.54	80.50	82.51	83.75	86.26
3	PSNP Staff Nurse III	20	74.79	78.53	80.89	82.91	84.98	86.25	88.84
4	PSNP Staff Nurse IV	1	58.28	61.19	63.03	64.61	66.22	67.21	69.23
4	PSNP Staff Nurse IV	2	61.22	64.28	66.21	67.86	69.56	70.60	72.72
4	PSNP Staff Nurse IV	3	64.26	67.47	69.50	71.23	73.02	74.11	76.33
4	PSNP Staff Nurse IV	4	67.48	70.85	72.98	74.80	76.67	77.82	80.16
4	PSNP Staff Nurse IV	5	70.85	74.39	76.62	78.54	80.50	81.71	84.16
4	PSNP Staff Nurse IV	10	74.39	78.11	80.45	82.46	84.53	85.79	88.37
4	PSNP Staff Nurse IV	15	76.26	80.07	82.48	84.54	86.65	87.95	90.59
4	PSNP Staff Nurse IV	20	78.54	82.47	84.94	87.06	89.24	90.58	93.30

*Contract Year	First Full Pay Period After	Across-the Board Increase
1	Ratification	Move to scale above. **Note: reflects 5% increase to scale adopted August 2020
	Ratification + 6 months	5.0%
2	Ratification + 1 year	3.0%
	Ratification + 18 months	2.5%
3	Ratification + 2 years	2.5%
	Ratification + 30 months	1.5%
4	Ratification + 3 years	3.0%

2. No Nurse shall receive more than one (1) salary step adjustment in any twelve (12) month period. However, this shall not apply if a Nurse receives a BSN and qualifies for a step advancement or if a Nurse successfully completes the criteria for Staff Nurse III and IV.
3. The increases set forth in this Section and the dates set forth herein for the effective dates of increases are the only increases Nurses will receive.

B. Tenure Credit For Previous Experience or BSN

Newly employed Staff Nurse II's may be placed at up to step 10 based on their comparable experience with one (1) each whole year of qualifying service counting as one (1) step credit (for example, a newly employed Staff Nurse II who has two (2) whole qualifying years of experience may be placed at up to step 3). Credit shall be subject to the following requirements:

1. Scheduled Hours of Applicable Experience

At a minimum, the experience must have been on a part-time basis of at least twenty-four (24) hours per week.

2. Nature of Prior Employment

- a. The experience must have been as a Registered Nurse in an acute care hospital accredited by The Joint Commission (TJC), at a skilled nursing facility accredited by TJC, at a duly accredited foreign hospital, or at a military or civilian hospital operated by the United States government.
- b. Nurses hired as a Staff Nurse II with a BSN shall be given one (1) tenure step credit in addition to any credit for previous experience to which they are otherwise qualified.
- c. Nurses employed at Santa Rosa Memorial Hospital (SRMH) who transfer to or are hired at PVH without a break in service will have their years of service as a Nurse at SRMH recognized for purposes of step progression at PVH.

C. Step Advancement

1. A Staff Nurse I shall (a) advance to Staff Nurse II, Step 1, after six (6) months' employment if she/he satisfactorily completes the introductory period, or (b) shall advance to Staff Nurse II, Step 1, after satisfactorily completing the preceptorship program for a specialty care unit.
2. A Staff Nurse I with a BSN shall advance to Staff Nurse II, Step 2, after she/he meets the requirements of paragraph 1, above. A Staff Nurse who obtains a BSN shall advance to the next step. This step advancement shall be provided even if the Nurse has not worked the minimum number of years required for normal step advancement.
3. Staff Nurse IIs, IIIs and IVs shall advance from Step 1 through 5 on each succeeding anniversary date. For purposes of this Paragraph, "anniversary date" is defined as the date the Nurse moved into the Staff Nurse position.

4. In order to be eligible for Step 10, the Nurse must have worked for the Hospital for a minimum of ten (10) years as a Registered Nurse or be credited with equivalent experience pursuant to section B above.
5. In order to be eligible for Step 15, the Nurse must have worked for the Hospital for a minimum of fifteen (15) years as a Registered Nurse.
6. In order to be eligible for Step 20, the Nurse must have worked for the Hospital for a minimum of twenty (20) years as a Registered Nurse.

D. Differentials

1. PM Shift Differential

A Nurse working during an evening shift shall receive a shift differential of 9%. The PM differential shall be calculated by multiplying the 9% by the individual Nurse's base hourly rate.

2. Night Shift Differential

A Nurse working a night shift shall receive a shift differential of 25%. The Night differential shall be calculated by multiplying the 25% by the individual Nurse's base hourly rate. A Nurse working on the night shift who continues to work into the day shift shall continue to receive the night shift differential for all hours worked on the day shift.

Except for PTO, time such as training, meetings, mandatory education, compassionate/Bereavement leave, court appearance and on-call are not eligible for shift differential pay.

3. Per Diem Differential

Per Diem availability requirements are contained in Article 30, *Per Diem Scheduling and Availability Requirements*. The Per Diem I differential shall be 20%, and shall be calculated by multiplying 20% by the individual Nurse's base hourly rate. The Per Diem II differential shall be 25%, and shall be calculated by multiplying 25% by the individual Nurse's base hourly rate. In the event healthcare reform requires the Hospital to provide medical benefits to Nurses covered by this paragraph, the Partnership and the Hospital shall bargain over any possible modification of the differential set forth herein.

4. Preceptor Differential

A Nurse shall receive an additional twenty dollars (\$20.00) for each shift designated to serve as Nurse Preceptor. Nurse Preceptor differential will not be available to Staff Nurse III's or IV's who undertake preceptor responsibilities as one of their leadership criteria.

5. Lead Nurse Differential

Nurses serving as Lead Nurses as described in Article 34, *Staffing*, Section B(2) shall receive a differential of 6% above the Nurse's base hourly rate.

6. Float Differential

Nurses who volunteer or are required to float shall receive a Float differential of 6% above the Nurse's base hourly rate for all hours worked while floating.

E. On-Call and Call-Back Pay

1. On-Call Pay

A Nurse assigned to standby shall be paid at the following rate when on standby: \$26.50 per hour.

2. Call-Back

When a Nurse is called back, he/she shall be compensated at time and one-half the base hourly rate of pay, plus any applicable differentials.

3. Mandatory On-Call

Nurses who have attained age sixty (60) and have twenty (20) years of PVH employment shall not be required to take on-call (standby) duty.

ARTICLE 10: HOURS OF WORK

A. Definitions

1. 'Workday' is defined as a twenty-four (24) hour period. Workdays will be assigned by the Hospital based on the Employee's regularly scheduled shift (or if the employee works more than one regularly scheduled shift, the most frequent regularly scheduled shift).
2. 'Workweek' is defined as a period of seven (7) consecutive workdays. The start of the workweek coincides with the start of the Nurse's workday.
3. 'Pay Period' is defined as a period of two (2) consecutive workweeks.
4. 'Regular Rate' is calculated according to applicable federal and state laws.
5. 'Base Hourly Rate' is the Nurse's stated rate of pay (See Article 9, *Compensation*) and does not include any shift differential or any other differential, overtime, on call pay, penalty pay or premium pay.
6. 'Hours worked' means time spent in work-related activities including any meeting or mandatory training when the Nurse is under the control of the Hospital. Hours worked does not include PTO, Disability Reserve (while still in effect), leaves of absence, or any other time away from the Hospital regardless whether this time away from the Hospital is paid time, except as noted in this paragraph.

B. Work Shifts

1. There shall be no mandatory shift rotation.

2. The predominant shift hours shall be as follows:

a. **Eight Hour Shifts**

- 1) Day Shift: 7:00am – 3:30pm
- 2) Evening Shift: 3:00pm – 11:30pm
- 3) Night Shift: 11:00pm – 7:30am

b. **Twelve Hour Shifts**

Varied: The Hospital may set up twelve (12) hour shifts with varied start and end times as designated by the Hospital. Such shifts shall be posted identifying start and end times. Once a Nurse accepts a varied twelve (12) hour shift, the start and end times for that shift will not be changed without the Nurse's agreement.

3. All job postings shall specify starting and ending times.

4. It is the intent of the Partnership to work with the Hospital in developing and maintaining scheduling flexibility in order to recruit and retain Nurses.

C. Rules Pertaining to 8 and 12 Hour Shifts

1. Once a Nurse has been hired into a specific unit, shift and payroll hours, those conditions of employment shall not be changed without the Nurse's agreement. All aspects of this Agreement shall apply to twelve (12) hour Nurses as they do to eight (8) hour Nurses.
2. Nurses working beyond their scheduled shift at the request of the hospital may retain their patient assignment if they wish.
3. Alternative Work Schedules (AWS): Prior to a unit establishing twelve (12) hour shift(s) a unit specific AWS working group, as outlined in Side Letter 3, *Alternative Work Schedules*, will be formed and shall operate as set forth in Side Letter 3.

D. Weekend Work

All Full and Part-time Nurses shall receive every other weekend off, unless waived in writing by the individual Nurse. If a Nurse chooses to work every weekend and the Hospital approves of this request, then the Nurse shall not receive premium pay for the consecutive weekend shift, except where other premium pay is available (e.g., holiday or double-time premium pay). If the Nurse does not waive this benefit for consecutive weekend shifts and is not otherwise eligible for overtime, she/he shall be compensated at time and one-half (1½) the base hourly rate, plus any applicable differentials, for any hours worked on consecutive weekends.

Surgical Service Nurses usually are not pre-scheduled to work weekends, but may be required to take call, see Article 9, *Compensation*, Section E(1). Upon request by the Hospital, the Parties may discuss

the possibility of establishing scheduled weekend shifts in the Surgical Services unit. Such shifts shall not be established absent mutual Agreement of the parties.

Weekends are defined as Saturday/Sunday for Day and PM Shift Nurses and Friday/Saturday for Night Shift Nurses.

Nurses with twenty (20) years of service shall be granted two (2) of every three (3) weekends off and Nurses with twenty-five (25) years of service shall be exempt from required weekend work.

E. Rest Periods

The Hospital shall authorize and permit all Nurses to take rest periods in accordance with California law. Nurses shall receive one (1) fifteen (15) minute (ten [10] minute net) duty-free rest period for each four (4) hours worked, or major fraction thereof. Authorized rest period time shall be counted as hours worked. Nurses who are not authorized and permitted rest breaks shall be compensated one (1) hour of pay at the employee's regular rate of compensation for each workday a rest period is not authorized and permitted.

Nurses who are not authorized or permitted to take any rest period must notify a manager or his/her designee as soon as practicable. Involuntarily missed rest breaks must be recorded on a Nurse's timesheet.

Nurses who voluntarily choose not to take an authorized and permitted rest break are not eligible for the one (1) hour missed rest break penalty.

F. Meal Periods

Nurses shall be provided with meal breaks as required by California law.

Nurses who work more than five (5) hours shall be provided with a meal period of thirty (30) minutes. Nurses who work more than five (5) hours but less than six (6) hours shall be entitled to waive their meal period. A Nurse who works more than ten (10) hours will be provided a second meal period of thirty (30) minutes.

Nurses who work in excess of eight (8) total hours in a workday may voluntarily waive their right to one of their two meal periods with a written agreement.

Nurses shall be relieved of all duty during meal periods. Meal breaks are unpaid time, duty free and do not count as hours worked.

Nurses who are not provided meal breaks in accordance with state law shall be compensated one (1) hour of pay at the Nurse's regular rate of compensation for each workday a meal period is not provided.

Unpaid, un-worked meal periods will not be counted as hours worked in calculating overtime to be paid under any provision of this Agreement.

A Nurse will notify his/her manager or his/her designee in advance of his/her inability to leave the workstation for a meal period. Any time a Nurse misses a meal period, she/he must provide her/his manager or her/his designee with a written explanation as to why the meal period was missed.

Nurses who voluntarily choose not to take a provided meal break are not eligible for the one (1) hour meal period penalty for any meal period not taken.

G. Postings of Work Schedules

The Hospital shall post no less than four (4) week schedules. Schedules and any necessary revisions in same are determined by the needs of the department and the provisions of this Agreement. Work schedules and days off shall be posted on each unit at least fourteen (14) days in advance of the start of the schedule.

H. Overtime

Any work that qualifies as overtime pay, as listed below, shall be paid only once. There shall be no pyramiding of overtime payments due.

1. For nurses assigned to an 8/80 schedule:
 - a. Overtime is paid at one and one-half (1½) times the Nurses regular rate in the following situations:
 - 1) For hours worked over eight (8) in a workday.
 - 2) For hours worked over eighty (80) in a pay period.
 - b. Double time is paid at two (2) times the Nurse's regular rate for hours worked over twelve (12) in a workday.
2. For Nurses scheduled to work twelve (12) hour shifts:
 - a. Double time is paid for all hours worked after twelve (12) in a day.
 - b. Overtime, at time and a half (1½) is paid for all hours worked after forty (40) in a workweek.

Within sixty (60) days of the Effective Date of this Agreement, the Hospital will begin to pay overtime for continuous shifts that would be eligible for overtime except that the shift crosses the 'day divide' between two workdays. This overtime pay will be claimed by the Nurse using Kronos' self-edit function. During the sixty (60) days preceding implementation of the new shift-based overtime, the Hospital will meet and confer with the Union regarding its plans to educate Nurses and core leaders regarding the process for claiming this overtime.

I. Shift Differentials and Double Shifts

1. Nurses who work a double shift and the second shift is either a PM or Night Shift, the Nurse also shall receive the applicable shift differential.

2. Night Shift Nurses that work additional hours before or after a shift at the request of the Hospital will be paid the Night Shift differential for all hours worked.
3. Day Shift Nurses who report to work prior to 5:00am at the request of the Hospital will be paid the Night Shift differential for all hours worked that shift. Day Shift Nurses who work after 3:30pm will receive PM Shift differential for all hours worked after 3:30pm and Night shift differential for all hours worked after 11:00pm.
4. PM and Night Shift Nurses who work Day Shift at the request of the Hospital will receive PM and Night Shift differentials respectively for all hours worked. PM Shift Nurses that work past 11:30pm will be paid the Night Shift differential for all hours worked after 11:30pm.

J. Compensation for Extra Shifts

1. Compensation for Extra Shifts (CES) is a mechanism to reimburse benefited staff nurses for working shifts which are both (a) in addition to their regular hospital schedule, and (b) in excess of forty-eight (48) hours per pay period. It is also a mechanism to reimburse Per Diem staff Nurses who are both (a) working shifts they were not originally scheduled for, and (b) who have worked in excess of forty-eight (48) hours during the pay period. These CES shifts and/or hours assist the Hospital to meet acuity adjusted Nurse to Patient Ratios during periods of high census, high acuity, and when specialty skills are needed. CES will not be authorized until the final schedule has been posted and all reasonable efforts to fill schedule vacancies have been exhausted. CES shifts and/or hours must be authorized by the Director of Nurses or the Director's designee. All reasonable efforts will be made to award CES hours in a fair and equitable manner.

2. CES Program Description

- a. Benefited Nurses shall receive time and one-third ($1\frac{1}{3}$) their base hourly rate for all hours worked during an approved extra shift, when those are both in excess of their regularly scheduled hours and in excess of forty-eight (48) hours in a pay period. Per Diem Nurses shall receive time and one-third ($1\frac{1}{3}$) their base hourly rate for all hours worked during an approved extra shift, when those hours are during shifts they were not originally scheduled for and are in excess of forty-eight (48) hours in a pay period. Shift differential, if applicable, will be paid in accordance with Article 9 (D), *Compensation*.
- b. Nurses, who are authorized to work a CES shift on a holiday, as listed in Article 13(D), *Paid Time Off and Vacation Scheduling*, shall be compensated at double time pay for hours worked on that shift.
- c. Nurses shall not receive CES pay for any hours worked for which they are receiving overtime pay. The only exception shall be that if a Nurse works a CES shift which is the 11th (or more) shift in a pay period, the Nurse shall be compensated at double time pay for all hours worked during that shift(s).
- d. A Nurse on a CES shift shall be TWR'd according to Article 22 (B), *Temporary Work Reduction*, of the Agreement. If she/he prefers to work while another Nurse takes a voluntary TWR, hours will be compensated at their base hourly rate plus applicable differentials.

- e. The following shall be included in the forty-eight (48) hour requirement for CES eligibility:
 - 1) TWR hours;
 - 2) On call hours that replace a Nurse's scheduled hours, in that those hours are considered TWR hours.
- f. Unscheduled absence does not count toward meeting a Nurse's regular schedule commitment for CES eligibility. However, a Nurse who has had unscheduled absence hours in the pay period may work additional hours to reach her/his regular schedule commitment and at that point any extra hours would be eligible for CES pay in accordance with the provisions of this Article.
- g. Hours worked by a Nurse when that Nurse has agreed to work to convenience another Nurse shall not be considered CES hours.
- h. On-call hours do not qualify for CES except as specified in Section e(2), above.
- i. Nurses who request to work every weekend are disqualified from the CES program on their weekend days.

K. Late Calls

If a Nurse is called to work less than ninety (90) minutes before the start of the Shift, the Nurse shall be paid for a full eight (8) hour shift if she/he has worked at least six and one-half (6½) hours in that shift. When a Nurse works less than six and one-half (6½) hours, she/he shall be paid for the number of hours worked.

L. Reporting Pay

A Nurse who reports to work without receiving prior notice that no work is available in his/her assignment shall be entitled to one half (½) the usual or scheduled day's pay, plus any applicable differentials. The Hospital will notify an employee of a schedule cancellation at least two (2) hours before the start of the shift. A text message or voicemail (or answering machine) message at the number provided to the Hospital shall constitute notice.

M. Mandatory Overtime

No Nurse shall be required to work more than his/her shift hours, or more than his/her Predetermined Work Schedule, unless a state of emergency has been declared by local, state, or federal authorities, or due to a natural disaster, or a catastrophe or other unforeseeable emergency need such as a Code Triage as defined in PVH's Disaster Manual.

N. Emails

Time spent reviewing emails, from the Hospital, is considered 'hours worked' for purposes of this Article. Nurses are expected by the Hospital to review emails during their regularly scheduled shifts, and are encouraged to inform their core leader, requesting accommodations if their patient

assignments/workloads do not permit them time to review emails. The Union or the Hospital can bring the issue of work emails and time to review them to a Labor Management meeting.

ARTICLE 11: EDUCATION AND TRAINING

A. Mandatory Inservices

Nurses shall be compensated for attendance at mandatory inservices, which shall be counted as hours worked for the purpose of determining overtime eligibility.

B. Required Certifications

Unless otherwise provided by the Hospital, the Hospital shall reimburse Nurses for the reasonable cost of tuition and required books connected with certification required by the Hospital as a condition of continued employment. These certifications include but are not limited to, ACLS and PALS. With prior approval of the Department Manager, exceptions to the above may be allowed due to circumstances beyond the Nurse's control. Time spent attending programs covered by this paragraph shall be paid at the base hourly rate.

C. Paid Educational Leave (PEL)

1. All Full-time and Part-time Nurses who have completed ninety (90) days of employment shall be entitled to PEL. Full-time Nurses shall be entitled to forty (40) hours of Paid Education Leave and Part-time Nurses shall be entitled up to thirty-two (32) hours of PEL each year, based on the Nurse's regularly scheduled workweek.
2. PEL days each year shall be used for courses, workshops, or classes approved by the Board of Registered Nurses for continuing education. Nurses have the choice of which continuing education program(s) to attend to meet continuing education requirements. Nurses on paid education leave are responsible for the costs associated with travel, lodging, etc.

In addition, Nurses may use PEL for higher education courses related to obtaining an advanced degree.

Nurses may also use up to eight (8) hours of their PEL per calendar year to take certification exams sponsored by the American Nurses Credentialing Center.

3. Nurses shall request leaves at least thirty (30) calendar days in advance of the schedule posting of the day of the program. The Hospital shall respond to the request within fourteen (14) calendar days. PEL will be granted by the Department Manager, provided there is adequate staffing coverage and the program is related to nursing practices at PVH.

Nurses may also use PEL to attend classes on days/shifts on which they are not normally scheduled to work and shall be compensated at their base hourly rate. Nurses taking PEL on regular scheduled days off shall not be required to provide advance notice.

4. Part-time Nurses accrue PEL benefits on a prorated basis, based on their regularly scheduled hours.

5. The Hospital's Tuition Reimbursement Program, applicable to Full-time and Part-time Nurses, will remain in effect through the term of this Agreement.
6. PEL may be accumulated over a two (2) calendar year period.

D. National Certification

1. Nurses will receive an annual compensation of \$250.00 for each calendar year for national certification/recertification for the following: CCRN, CCNS, CNRN, CPAN, CAPA, RNC, RNBC, C.NA, BC, CEN, CNOR, CRNI, CMSRN, CHPN, CNN, OCN, COPN, AOCN, ONC, CPN, CRRN, CRRN-A, CWOCN.
2. Additional certifications as recognized by the American Board of Nursing Specialties and applicable to current areas of practice will be compensated.
3. Nurses are required to provide verification of certification/recertification for compensation and each year thereafter will provide verification of maintenance of certification/recertification. It is the responsibility of the Nurse to submit all documents necessary for reimbursement. Payment will be made no later than thirty (30) days after receipt.

ARTICLE 12: FLOATING

A. Purpose

The Float procedure has been designed to provide adequate, safe nursing care to patients and to accommodate the needs of the nursing staff whose varied skills are required to work in multiple environments. The procedure requires the mutual cooperation of those involved in staffing the nursing units and the Staff Nurses of all units.

B. Procedure

1. Order of Floating

Once all reasonable efforts to staff a unit have been exhausted, including using volunteer floats from other units, the following required order of floating shall apply:

- a. Traveling Nurse
- b. Registry Nurse
- c. Per Diem Nurse
- d. Full-time and Part-time Nurses

The order of floating as outlined in this protocol will apply unless both the affected unit and the hospital mutually agree otherwise.

2. Exemptions

Those exempt from floating are as follows:

- a. Interim permittees who are not new graduates, new hires, or Nurses newly transferred to a unit - until one (1) month after orientation.
 - b. New graduate nurses until completion of their introductory period (no less than six [6] months).
 - c. Nurses hired into a closed unit, but may do so voluntarily.
 - d. Nurses in non-closed units asked to float into a closed unit, but may do so voluntarily.
 - e. Where the Hospital determines a Nurse cannot be floated based on the Hospital's operational needs and/or patient needs.
 - f. A Nurse working a double shift shall not be required to float during the second eight (8) hours of his/her shift.
 - g. If a Nurse has been called in early to cover a staffing shortage on the prior shift, and it is her/his turn to float on the assigned shift, that Nurse shall not be required to float.
 - h. Nurses with twenty (20) years of service, but may do so voluntarily.
3. The Hospital will keep a record demonstrating the date a Nurse floated and the unit to which the Nurse floated.
 4. When more than one (1) Nurse is floating off a unit, it is understood that, skills and ability being equal, "first come first choose" shall prevail.
 5. It is also understood that:
 - a. Seniority will take precedence only if the skill level required by the Hospital for patient care is met, if needed.
 - b. A Staff Nurse who floats to a unit shall have been oriented to that unit, per Title 22 regulations.
 - c. A Nurse who floats into a unit shall be subject to the process of competency validation for her/his assigned patient care. Prior to the completion of validation of the competency standards for a patient care unit, patient care assignments shall be subject to the following restrictions:
 - 1) Assignments shall include only those duties and responsibilities for which competency has been validated.
 - 2) A resource Nurse shall be assigned responsibility for those duties for which the floating Nurse has not demonstrated competency.

6. To the extent a Nurse is eligible for a Float Differential, it is the responsibility of the Nurse to report the entitlement to the differential on his/her time sheet.

ARTICLE 13: PAID TIME OFF AND VACATION SCHEDULING

A. Paid Time Off

1. All benefited Regular Full and Part-Time Nurses accrue Paid Time Off (PTO). Per Diem Nurses are not eligible to accrue PTO.

2A. Accrual Rates (through December 2021) Until the final pay period that begins in December 2021, eligible Nurses will accrue PTO on the following rates:

Service Requirement (# of Years)	PTO Hours Accrued for each Paid Hour
1-2	0.09615
3-5	0.11538
6-14	0.13462
15+	0.15

Maximum PTO accrual cap is the maximum amount of PTO hours that a Nurse can accrue in their PTO account and equals one and one half (1½) times the Nurse's annual accrual rate.

2B. Accrual Rates (Beginning January 2022) Beginning the first full pay period that begins in January 2022, eligible Nurses will accrue PTO on the following rates:

Length of Service in Benefit Status	Accrual Rate per Eligible Hour	Maximum Earnings per Pay Period*	Maximum Accrued Hours per Year	Maximum PTO Hour Balance**
Less than 3 years	0.096125	7.69	200	300
3 to less than 5 years	0.10775	8.62	224	336
5 to less than 10 years	0.115375	9.23	240	360
10 to less than 15 years	0.126875	10.15	264	396
15 or more years	0.134625	10.77	280	420

*Amounts pro-rated if worked less than 1.0 FTE

**Nurses whose accrued PTO exceeds their new 'Maximum PTO' balance will be cashed out the excess balance, plus an additional thirty-six (36) hours of PTO, in the first quarter of 2022.

3. **Accrual Caps.** It is the intent of the parties for PTO to be taken periodically for rest and relaxation. Maximum PTO accrual cap is the maximum amount of PTO hours that a Nurse can accrue in her/his PTO account and equals one and one half (1½) times the Nurse's annual accrual rate. Once the Nurse has reached his/her cap, the Nurse will stop accruing PTO until their PTO accrual balance is below the maximum accrual cap amount.
4. PTO hours accrue for all hours worked, straight time or overtime, as well as the following hours: utilized PTO, PEL, TWR's, compassionate care/Bereavement Leave, paid parental leave, short-

term disability and call back. In no event shall PTO accrue on more than 80 eligible hours per pay period.

5. PTO hours shall be paid at the straight-time rate in effect as of the date the PTO is used plus any differential to which the employee is entitled at the time the PTO is taken.
6. Effective January 2022, Nurses shall be covered by the Hospital's mandatory short-term disability program. In cases where a Nurse is eligible to receive disability benefit payments (Coordinated State Disability Insurance, Hospital Short-Term Disability to equal no more than 65% or Workers' Compensation), the employee shall apply for such benefits. To the extent that the disability payments do not equal the Nurse's normal wages, the employee's PTO, if elected by the employee, shall be used in an amount sufficient to equal but not to exceed the employee's straight time rate of pay and any shift differential for scheduled hours up to 100%. Where PTO is subject to integration with State Disability Insurance or Workers' Compensation, it shall be paid promptly even if information as to the precise amount of State Disability Insurance or Workers' Compensation payments is not immediately available.
7. Once the Hospital's mandatory short-term disability benefit is in effect, Nurses will not be required to use PTO for Family Medical Leave.
8. **PTO Deposit.** To assist PTO eligible Nurses in transitioning to a new PTO accrual system, all benefited Nurses shall receive sixteen (16) hours of PTO (twelve [1] hours for RPT-3 and RPT-4 Nurses, eight [8] hours for RPT-2 Nurses) deposited into their banks in July 2022 and shall receive sixteen (16) hours (twelve [12] hours for RPT-3 and RPT-4 Nurses, eight [8] hours for RPT-2 Nurses) of PTO deposited again in July 2023 and July 2024, in each case up to the applicable maximum accrual cap.

B. Requests for Time Off

1. All requests for PTO must be made in writing. If a Nurse submits multiple requests for PTO, he or she must rank which requests have the highest to the lowest priority. Requests for PTO will be made in accordance with below. In order to provide an effective process, vacation planners will be maintained on each unit. All approved PTO requests will be entered on the unit planner by the unit manager or designee in a timely fashion.
 - a. Requests made for the period of May 1st through October 31st of each year shall be submitted by February 1st that year and shall be scheduled by March 1st according to unit and seniority.
 - b. Requests made for the period of November 1st through April 30th shall be submitted by August 1st and shall be scheduled by September 1st according to unit and seniority.
 - c. Requests received after February 1st or August 1st, as set forth above, shall be scheduled in order received, by seniority and unit. If multiple requests are received in one day, seniority shall determine approval. A response to such requests shall be provided within thirty (30) days.
 - d. The exercise of seniority for PTO is limited to one (1) selection of not more than four (4) weeks in each of the two (2) periods described in 'a' and 'b'. If a Nurse submits multiple requests for PTO for the February and August cut-off dates, as described above, those

requests shall be ranked by the Nurse in order of priority from highest to lowest. If there is a conflict with another request submitted by a less senior Nurse, the request shall be granted to the more senior Nurse, exhausting their one-time seniority privilege.

- e. The term 'unit' means Family Birthing Center, Med/Surg, ICU, OR, PACU and ED.

2. Details Regarding the Scheduling of PTO

- a. For Family Birthing Center, ICU, OR, PACU and ED: PTO requests submitted in accordance with B(1) above shall be approved when no other Nurses are scheduled to be off on PTO for the same unit and shift requested. When considering whether to allow more than one Nurse off the schedule at any given time, the entire period during which the Nurse is requesting time off for, shall be considered.

For example, if a Nurse requests PTO from June 1 – June 8 and is normally only scheduled to work three (3) of those days, for purposes of scheduling, the Hospital will consider the Nurse is asking for all eight (8) days off, not just the three (3) he/she would normally be scheduled to work. In these units, with manager approval or if a Nurse is able to find their own coverage from a benefited Nurse that would not require premium pay, PTO shall be granted for up to two (2) Nurses for the same day and shift requested. (Coverage from a Per Diem Nurse can also be accepted if the Per Diem Nurse offers coverage in addition to his/her minimum commitment.) PTO requests shall not be denied due to a Major Holiday unless the Nurse is required to work that holiday by virtue of section D(2) below. Should a Nurse request PTO for a block of days, including a Major Holiday the Nurse is required to work, and the Nurse is otherwise eligible for PTO on those days, the Hospital will still approve the day(s) before and/or after the Holiday.

- b. For Medical/Surgical: PTO requests submitted in accordance with B(1) above shall be approved when no other Nurses are scheduled to be off on PTO for the same unit and shift requested. On Med/Surg, Nurses are only considered to be off on PTO for the days and shift they are to be reimbursed with PTO funds. On the Med/Surg Unit, with manager approval or if a Nurse is able to find their own coverage from a benefited Nurse that would not require premium pay, PTO shall be granted for up to two (2) Nurses for the same day and shift requested. (Coverage from a Per Diem Nurse can also be accepted if the Per Diem Nurse offers coverage in addition to his/her minimum commitment.) PTO requests shall not be denied due to a Major Holiday unless the Nurse is required to work that holiday by virtue of section D(2) below. Should a Nurse request PTO for a group of days including a Major Holiday the Nurse is required to work, and the Nurse is otherwise eligible for PTO on those days, the Hospital will still approve the day(s) before and/or after the Holiday.

- 3. Vacation Requests.** The topic of vacation requests may be subject for discussion by the Partnership and the Hospital at Labor Management meetings to discuss potential problems.

C. PTO Cash out (Through 2022).

For 2021 and 2022 (with open enrollment in 2020 and 2021, respectively), the Hospital will allow Nurses to cash out up to eighty (80) hours per year, as long as they have a minimum of eighty (80) hours in their PTO bank at the time of the cash out election period, which will be at the end of the prior calendar year. Cash out elections must be made once a year and Nurses can choose to cash out

twenty (20), forty (40), or eighty (80) hours of PTO on predetermined benefit cash out dates. There will be no further cash out after the 2022 cash out.

D. Holidays Worked

1. Holidays Worked

- a. The following days are recognized for the purposes of premium pay for holidays worked:
 - 1) New Year's Day
 - 2) Martin Luther King Day
 - 3) Presidents Day
 - 4) Memorial Day
 - 5) Independence Day
 - 6) Labor Day
 - 7) Thanksgiving Day
 - 8) Christmas Day
- b. Full-Time, Part-Time and Per Diem Nurses who work on the nationally observed holiday shall receive time and a half (1½) their base hourly rate for all hours worked.
- c. A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.

2. Major Holidays Off

- a. The Hospital will use its best efforts to grant each Full and Part-time Nurse at least one (1) of the following two (2) holidays off: Thanksgiving Day or the following Christmas Day. Days off for Thanksgiving Day or Christmas Day shall be rotated from year to year to ensure a fair rotation of time off for Thanksgiving Day or Christmas Day. Any Nurse who is scheduled, was removed from the schedule prior to posting as outlined in 2(d) below, or received a TWR for Thanksgiving Day or Christmas Day the year prior, will not be expected to work that same holiday the following year, if they so choose. Each Full and Part-time Nurse requesting a day off on Thanksgiving or Christmas Day shall be granted one (1) of these two (2) holidays off before any such Nurse is granted both holidays off. Furthermore, if more Full and Part-time Nurses request Thanksgiving Day or Christmas Day off than the Hospital can accommodate on that particular day, Nurses will be granted their request on the basis of seniority. However, each Nurse shall be granted one (1) of these two (2) holidays off before any other Nurse is granted both days. This paragraph is applied on a unit-by-unit basis. Nurses who are routinely assigned to more than one unit shall be assigned a designated 'home' unit for purposes of this paragraph. Nurses denied their choice of Major Holidays off one year shall be considered first for the same holiday off the next year, and if all requests by such Nurses cannot be granted, seniority among them will govern. For subsequent years, the process will be repeated.
- b. In the event that Christmas Day falls on a weekend, this Major Holiday language will be followed for scheduling purposes.
- c. The provisions of this paragraph will supersede and take priority of PTO time-off requests submitted under B(2) above.

- d. Where the Hospital is overstaffed on Major Holidays, the Hospital will solicit requests for volunteers to take the Holiday off by seniority within a unit so long as the other Nurses are qualified to perform the work. If an insufficient number of Nurses volunteer, the Hospital will remove extra nurses from the schedule by order of inverse seniority within a unit so long as the needs of the patients can be served by the remaining scheduled staff.
- e. Prior to, or after posting, Nurses who are voluntarily or involuntarily removed from the schedule due to overstaffing shall be treated as if they worked the holiday for purposes of availability for the following year.
- f. Removal from a schedule prior to it being posted due to overstaffing is not a TWR. Employees who are voluntarily or involuntarily removed from the schedule due to overstaffing after the schedule is posted may request PTO for the hours they were otherwise scheduled to work. Alternatively, a nurse may provide availability for another date in the pay period or utilize an unpaid day as set forth in Section G below. Removal from a schedule on the day of the shift is considered a TWR.

Removal from the schedule prior to posting as set forth in 2(d) above can only take place in relation to Major Holidays as outlined previously in this Article. Otherwise, the removal of a Nurse from the schedule after posting shall only take place when a Nurse receives a voluntary or mandatory TWR as outlined in Article 22 *Temporary Work Reduction*.

E. Use of PTO

Requests for time off may be denied if there is not sufficient projected accrual of PTO and an adequate number of relinquishable shifts available to cover the request at the time a PTO request is submitted. Previously approved PTO may be rescinded if the Nurse does not have an adequate amount of accrued PTO and/or enough relinquishable hours, as set forth in Section G, to cover the PTO request at the time of scheduling.

F. Payout of PTO

Upon a Nurse's resignation or termination, he/she shall receive payment for all PTO hours earned but not taken.

G. Time Off Without Pay and/or Voluntary Relinquishing of Shifts

A Nurse may, at his/her discretion and with advance notice to manager or designee, take time off and/or relinquish a shift without being required to utilize PTO up to a maximum of four (4) shifts (32 hours for an 8-hour nurse and 48 hours for a 12-hour nurse) per calendar year. Nurses will not accrue PTO on such shifts.

ARTICLE 14: DISABILITY RESERVE

Disability Reserve shall continue as currently being offered through December 31, 2021 at which time the Disability Reserve Program and all accrued balances under that program will terminate and be replaced with the Short-Term Medical Disability benefit. However, Nurses on leave as of December 31, 2021 may continue

to access accrued Disability Reserve until they return to work, terminate employment, or through March 31, 2022, whichever comes first.

ARTICLE 15: LEAVES OF ABSENCE

A. Policy Statement

1. The Hospital recognizes that Nurses may need to take a leave of absence for a variety of reasons. Generally, requests for a leave of absence are to be submitted to the Hospital's leave administrator (currently Sedgwick), at least thirty (30) days in advance where the need for the leave is foreseeable and, in other circumstances, as soon as the need for the leave is known. In the event of an emergency, the Nurse must get verbal approval, followed by a formal request to the leave administrator as soon as is feasible. Completed requests submitted thirty (30) days in advance will receive a written response within fourteen (14) days of submission of said request.
2. A Leave must be requested where a Nurse is to be absent more than seven (7) calendar days.
3. Regardless of the description for Health Insurance continuation under particular leaves, if multiple leaves are taken, the Hospital's continuation of its contribution towards health coverage for all leaves taken under this Article or under Article 17, *Jury Duty*, shall not exceed a combined maximum of six (6) continuous months in a twelve-month period or the period of time the Nurse is being paid disability reserve or PTO by the Hospital, whichever is longer. This twelve-month period is called a Leave Year, and is the twelve (12) months prior to the date the leave is to start.
4. Because the reasons for a leave of absence vary, the Hospital provides the following types of leave:
 - a. Pregnancy Disability
 - b. Workers' Compensation
 - c. Short-Term Medical Disability
 - d. Family Care Leave
 - e. Parental Leave
 - f. Personal Leave
 - g. Bereavement Leave
 - h. Jury Duty
 - i. Military
5. Both the Hospital and the Nurse will comply with the Family and Medical Leave Act (FMLA), and with the California Family Rights Act (CFRA), and with California's provisions for Pregnancy Disability Leaves.

6. The types of leaves described in item A(4) above will be granted under the terms and conditions, and all other provisions, of the FMLA, CFRA, and of California's provisions for Pregnancy Disability Leave, unless otherwise expressly described in this Article, B (1-6). Pregnancy Disability, Workers' Compensation, Short-Term Medical Disability, Family Medical Care and Parental Leaves also will count towards any entitlement the Nurse may have under State or Federal law. However, when this Article provides for more leave or healthcare continuation than those laws, the greater rights described here will apply.

B. Pregnancy Disability

1. Eligibility

Regardless of length of service, all Nurses disabled due to pregnancy shall be eligible for a leave of absence for a California Pregnancy Disability leave for the duration of the disability up to a maximum of four (4) months. A medical certification must accompany the written request within fifteen (15) days and, whenever possible, the Nurse must request the leave of absence at least thirty (30) days prior to the date it is to begin.

Nurses who need to be absent for prenatal care that cannot be scheduled outside of the Nurses' regular schedule are to submit their request to the Hospital as soon as the need for the absence is known and the time off will be counted towards their Pregnancy-Disability time off.

2. Health Insurance

Health insurance benefits will continue under the same conditions that coverage would have been provided if the Nurse had not gone on a leave.

3. Use of Accrued Paid Leave

Use of accrued PTO is not required. Accrued disability reserve must be used and will be integrated with State Disability payments. If a Nurse elects to use PTO upon the exhaustion of disability reserve, it will also be integrated with State Disability payments.

4. Accrual of Benefits

A Pregnancy Disability will not affect previously accumulated benefits. Nurses who take this type of leave will not be entitled to accrual of benefits while on unpaid leave. Benefits will, however, continue to accrue during any period that paid leave is used.

5. Seniority

Regardless of pay status, the Nurse will continue to accrue bargaining unit seniority for a maximum period of six (6) months, after which time the Nurse's seniority date shall be frozen until return to work.

6. Return to Work

When a Nurse returns to duty in compliance with an authorized Pregnancy Disability Leave of Absence, such Nurse shall be reinstated in the same classification, position, shift, unit and scheduled hours in which the Nurse was employed before her absence. However, if conditions in the Hospital have so changed that it would not be feasible to reinstate the Nurse in such manner, then the Hospital will reinstate the Nurse to as nearly comparable a position and shift as is reasonable under the circumstances, and such Nurse will be given the first opportunity to return to her original position and unit.

C. Workers' Compensation Leave

1. Eligibility

Regardless of length of service, Nurses temporarily disabled due to work-related illness or injury will be placed on Workers' Compensation Leave. Medical certification of disability provided in accordance with California's Workers' Compensation system will be accepted by the Hospital, and medical certification does not have to be submitted with the Nurse's Leave of Absence Request Form.

This leave has no maximum duration, but will continue until: a) the Nurse is medically able to return to work, or b) it is determined that he/she cannot or will not return to usual and customary duties. If such a Nurse is eligible under the Americans with Disabilities Act and requests reasonable accommodations, the Hospital will comply with the Americans with Disabilities Act.

2. Health Insurance

Health insurance benefits will continue under the same conditions that coverage would have been provided if the Nurse had not gone on a leave for a period verified by a physician not to exceed six (6) months. After that time period, the Nurse will be entitled to the Hospital's premium rates (which are the same rates that would apply if the Hospital were covered by COBRA) for a period of eighteen (18) months. Notwithstanding the foregoing, the Hospital's Workers' Compensation plan will continue to be responsible for all medical treatment related to the work-related illness or injury, to the extent required by law.

3. Use of Accrued Paid Leave

Disability reserve will be used and integrated with Workers' Compensation benefits. However, once the Nurse has exhausted his/her disability reserve, the Nurse may opt to begin the use of PTO, which will be integrated with Workers' Compensation benefits.

4. Accrual of Benefits

A Workers' Compensation Leave of Absence will not affect previously accumulated benefits. Nurses who take this type of leave will not be entitled to accrual of benefits while on unpaid leave. Benefits will, however, continue to accrue during any period that disability reserve and/or PTO are used.

5. Seniority

Regardless of pay status, the Nurse's bargaining unit seniority will continue to accrue up to twelve (12) months, after which time the Nurse's seniority date will be frozen until such time as she/he returns to work.

6. Return to Work

- a. When a Nurse returns to duty, in compliance with an authorized Workers' Compensation Leave of Absence, such Nurse shall be reinstated in the same classification, position, shift, unit and scheduled hours in which the Nurse was employed before her/his leave. However, if conditions in the Hospital have so changed that it would not be feasible to reinstate him/her in such manner, then the Hospital will reinstate the Nurse to as nearly comparable a position and shift as is reasonable under the circumstances, and such Nurse will be given the first opportunity to return to her/his original position and unit.
- b. When a Nurse returns to duty in compliance with an authorized Workers' Compensation Leave of Absence in excess of six (6) months, she/he will be offered:
 1. His/her choice of any available position for which she/he is qualified, or
 2. Per Diem status in her/his original unit and shift, or
 3. Layoff with recall rights to the same unit/shift status as she/he held before the leave.

If the Nurse chooses option (2), the Nurse's seniority shall accrue as a Per Diem Nurse. However, the Nurse retains the right to bid on a vacant position as a benefited Nurse.

D. Short-Term Medical Disability Leave

1. Eligibility

The Hospital will treat the full period of approved short-term medical disability benefits as a job-protected leave, for up to twenty-six (26) weeks of leave (including any waiting period).

2. Health Insurance

Health insurance benefits will continue under the same conditions that coverage would have been provided if the Nurse were still working and not receiving STD benefits.

3. Use of Accrued Disability Reserve and PTO

Use of accrued disability reserve is required during a period Short-Term Medical Disability Leave, and will be integrated with any applicable STD and/or State Disability Insurance benefits. Once the Nurse's accrued disability reserve has been exhausted, the Nurse, at her/his option, may use accrued PTO and if used, it will be integrated with State Disability payments.

4. Accrual of Benefits

A Short-Term Medical Leave of Absence will not affect previously accumulated benefits. Nurses taking this type of leave will not be entitled to accrual of benefits while on unpaid leave. Benefits will, however, continue to accrue during any period in which paid leave or PTO is used.

5. Seniority

Regardless of pay status, the Nurse will continue to accrue bargaining unit seniority for a maximum of six (6) months, after which time the Nurse's seniority date shall be frozen until his/her return to work.

6. Return to Work

- a. When a Nurse returns to duty in compliance with an authorized Short-Term Medical Disability Leave of Absence which has not exceeded six (6) months, such Nurse shall be reinstated in the same classification, position, shift, unit and scheduled hours in which the Nurse was employed before her/his leave. However, if conditions in the Hospital have so changed that it would not be feasible to reinstate him/her in such manner, then the Hospital will reinstate the Nurse to as nearly comparable a position and shift as is reasonable under the circumstances, and such Nurse will be given the first opportunity to return to her/his original position and unit.
- b. When a Nurse returns to duty in compliance with an authorized Short-Term Medical Disability Leave of Absence in excess of six (6) months, she/he will be offered:
 - 1) His/her choice of any available position for which she/he is qualified, or
 - 2) Per Diem status in her/his original unit and shift, or
 - 3) Layoff with recall rights to the same unit/shift status as she/he held before the leave.

If the Nurse chooses option (2), the Nurse's seniority shall accrue as a Per Diem Nurse. However, the Nurse retains the right to bid on a vacant position as a benefited Nurse.

7. Nurses Not Eligible for STD Benefits

For Nurses who have exhausted or are not eligible for STD benefits, the Hospital will still consider whether such Nurses are eligible for an unpaid leave of absence (with use of PTO, if available) as a reasonable accommodation of a disability under the Americans with Disabilities Act (ADA) and/or the California Fair Employment and Housing Act. The Hospital will follow state and federal law regarding the ADA and reasonable accommodations.

E. Family Care Leave

1. Eligibility

Nurses employed by the Hospital for one (1) year or more may request a Family Care Leave of Absence. Eligible Nurses may take up to twelve (12) work weeks of leave during a twelve (12) month period; minus any offset for FMLA/CFRA-covered medical leave previously taken (including any FMLA/CFRA-covered leave while receiving STD benefits). For purposes of this leave, the twelve (12) month period is the twelve (12) months prior to the date the leave is to start.

Family Care Leaves will be granted for the care of a parent, child or spouse/registered domestic partner with a serious medical condition as defined in Section D, above. Family Care Leaves may also be used for bonding with a newborn or newly adopted child.

Medical certification of the need of the Nurse's participation in caring for the family member may be required.

2. Health Insurance

Health insurance benefits will continue under the same conditions that coverage would have been provided if the Nurse had not gone on leave for the duration of the Family Care Leave.

3. Use of Accrued Paid Leave

Use of accrued PTO is not required but may be used at the discretion of the Nurse.

4. Accrual of Benefits

A Family Care Leave of Absence will not affect previously accumulated benefits. Nurses taking this type of leave will not be entitled to accrual of benefits while on unpaid status. However, benefits continue to accrue during any period in which PTO is used.

5. Seniority

Regardless of pay status, the Nurse will continue to accrue bargaining unit seniority during the entire Family Medical Care Leave.

6. Return to Work

When a Nurse returns to duty in compliance with an authorized Family Care Leave of Absence, such Nurse shall be reinstated in the same classification, position, shift, unit and scheduled hours in which the Nurse was employed before her/his absence.

F. Parental Leave

1. Eligibility

Regardless of length of service, a benefits-eligible Nurse with a status of 0.5 FTE or greater may request a Paid Parental Leave of Absence, which pays 65 percent of the base pay (and if applicable, shift differentials and premium pay) in effect at the time the Nurse goes on leave. The Nurse will be reimbursed for up to six (6) weeks of Paid Parental Leave in a rolling-back twelve (12) month period, in up to three (3) blocks of at least one (1) week (seven [7] calendar days) each. Such leave will be utilized for the care of a newborn or adopted child, or placement of a new foster child. Such leave must be utilized within one (1) year of the event that triggered eligibility.

2. Health Insurance

Health insurance benefits will continue under the same conditions that coverage would have been provided if the Nurse had not gone on leave.

3. Use of Accrued Paid Leave

Accrued PTO may be used during a Paid Parental Leave of Absence. In cases where Paid Parental Leave is accessed, PTO may be used to supplement up to 100% pay. Such leave will also count towards any entitlement the Nurse may have under State or Federal Family and Medical Leave laws.

In coordination with FMLA/CFRA and Local Leaves and Paid Leave Benefits, Paid Parental Leave shall run consecutively to any short-term disability leave taken by a pregnant Nurse, and concurrently with any "child bonding" leave under the FMLA and CFRA. Nurses must apply for any available state or local benefits (including California Paid Family Leave), which will be coordinated with the Hospital's Paid Parental Leave benefit.

4. Accrual of Benefits

A Paid Parental Leave of Absence will not affect previously accumulated benefits. Benefits will, however, continue to accrue while PTO is used.

5. Seniority

Regardless of pay status, Nurses will continue to accrue bargaining unit seniority during the entire Paid Parental Leave of Absence.

6. Return to Work

When a Nurse returns to duty in compliance with an authorized Parental Leave of Absence, such Nurse shall be reinstated in the same classification, position, shift, unit and scheduled hours in which the Nurse was employed before her/his leave of absence. However, if conditions in the Hospital have so changed that it would not be feasible to reinstate him/her in a such manner, then the Hospital will reinstate the Nurse to as nearly comparable a position and shift as is reasonable

under the circumstances, and such Nurse will be given the first opportunity to return to her/his original position and unit.

7. Nurses not Eligible for Paid Parental Leave

Nurses not eligible for a Paid Parental Leave are still eligible to take a Pregnancy Disability Leave (see section B above), if applicable, and may also be eligible for a Personal Leave of Absence (see section G below).

G. Personal Leave

1. Eligibility

- a. Regardless of length of service, all Nurses shall be eligible for unpaid Personal Leaves of Absence, subject to the approval of the Director of Nursing Services, for a period up to six (6) months (in any twelve [12] month period), unless otherwise required by law. Personal leaves may not be used to pursue or perform other gainful employment.
- b. Except in a case of undue hardship to the Hospital, the Hospital will make every effort to grant an unpaid Personal Leave of up to six (6) weeks for the birth, adoption, or foster placement of a child (within a year of such birth, adoption, or foster placement) for a Nurse who is not eligible for the Hospital's Paid Parental Leave benefit. The Hospital may require reasonable proof of the Nurse's qualification for leave under this subsection.

2. Health Insurance

Health insurance benefits will continue under the same conditions that coverage would have been provided had the Nurse not gone on leave, but such Hospital-provided coverage will not exceed two (2) months. If the Nurse's leave has been authorized for a period longer than two (2) months, the Nurse will be eligible to continue her/his health insurance benefits through COBRA for the remainder of the approved leave of absence.

3. Use of Accrued Paid Leave

The Nurse taking this type of leave must exhaust all available PTO.

4. Accrual of Benefits

A Personal Leave of Absence will not affect previously accumulated benefits. Benefits will continue to accrue only during the period that PTO is used.

5. Seniority

Regardless of pay status, the Nurse will continue to accrue bargaining unit seniority during the first ninety (90) days, after which time the Nurse's seniority date shall be frozen until return to work.

6. Return to Work

- a. When a Nurse returns to duty in compliance with an authorized Personal Leave of Absence of ninety (90) days or less, the Nurse shall be reinstated in the same classification, position, unit, shift and scheduled hours in which such Nurse was employed before her/his absence.
- b. When a Nurse returns to duty in compliance with an authorized Personal Leave of Absence which exceeds ninety (90) days, the Hospital will reinstate the Nurse to as nearly comparable a position and shift as is reasonable under the circumstances, and such Nurse will be given the first opportunity to return to his/her original position and unit, after Nurses who were not reinstated to their original position and/or unit from a Pregnancy-Disability, Workers' Compensation, Medical-Disability, Family Care or Parental Leave.

H. Bereavement Care Leave of Absence

Regardless of length of service, Full-Time Nurses shall be granted up to five (5) paid leave days per calendar year, without loss of benefits or seniority, due to the death of a family member (defined as current spouse or registered domestic partner, son or daughter, father or mother, brother or sister, stepparent, stepchild, stepbrother or stepsister, grandparent or grandchild, a person who stood in loco parentis [legal responsibility of a person to take on the functions and responsibilities of a parent], or current in-law relationships through marriage or registered domestic partnership of the above). Part-Time Nurses receive bereavement leave benefits on a prorated basis based on regularly scheduled hours.

Regardless of length of service, Nurses shall be granted at least one (1) day per calendar year of unscheduled PTO (or if PTO is exhausted or unavailable, an unpaid day off) for the death of a loved one who is not a qualifying relative, as listed above, or for the death of any loved one if the Nurse is not benefits eligible.

I. Military Leave of Absence

If a Nurse is a reserve member of the Armed Services, the Hospital shall accommodate a request for leave to fulfill military obligations.

Health insurance benefits will continue under the same conditions that coverage would have been provided had the Nurse not gone on leave, but such Hospital-provided coverage will not exceed two (2) months. If the Nurse's leave has been authorized for a period longer than two (2) months, the Nurse will be eligible to continue her/his health insurance benefits through COBRA for the remainder of the approved leave of absence.

J. Other Leaves of Absence

The Hospital will also provide Nurses with any other leaves required by law, such as the Military Family Leave provisions of the FMLA and volunteer firefighter leave.

ARTICLE 16: GROUP INSURANCE

The Hospital will provide eligible Full-time and Part-time Nurses covered by this Agreement with the same medical, dental, vision, life, accidental death & dismemberment, dependent life, long-term disability, short-term disability, medical reimbursement account and dependent care coverage that it provides to its non-

bargaining unit employees, subject to the terms, conditions, limitations and other provisions of the respective plan documents.

The Hospital agrees to maintain a PPO medical plan as an option for benefits eligible Full-time and Part-time Employees covered by this Agreement in plan years 2020, 2021, 2022, 2023 and 2024, subject to the terms, conditions, limitations and other provisions of the respective plan documents.

Through 2021, the premiums for all of the medical plans will continue, by calculated under the same formula, as at the time of ratification of this Agreement. Beginning in plan year 2022 and continuing in each subsequent year, premiums for the EPO, HRA and HSA medical plans shall not increase by more than 10% annually on a blended average basis, meaning for some categories the increases can be greater than 10% and others less than 10%. Beginning in plan year 2022 and continuing in each subsequent year, premiums for the PPO medical plan shall not increase by more than 20% annually during the term of this contract. (The increases in the PPO premium will not be included in, or otherwise be credited or accounted against, the blended average calculation for other plans.) In no case, however, will the PPO medical plan premiums exceed those charged to non-represented employees.

Premiums/paycheck contributions for all other benefits will be the same as those charged to non-represented employees. The sole exception is that for the dental and vision plans, premiums will remain frozen through plan year 2022, after which they will reset to the same as those charged to non-represented employees.

Non-benefits eligible Nurses will be eligible to enroll in a designated Hospital-sponsored medical and drug benefit plan for employee-only coverage, at one hundred percent (100%) of the full premium cost.

Medical Benefits, Continuation Medical, dental and vision insurance for benefit eligible Nurses will continue for the duration of approved medical leaves, up to a maximum of six (6) months in a rolling twelve (12) month period, as follows:

1. If the Nurse receives pay through short-term disability and/or PTO during the approved medical leave, the Nurse portion of the medical, dental and vision insurance premiums will be deducted from those payments.
2. If the Nurse is not receiving PTO or STD payments, the Hospital will pay one hundred percent (100%) of the medical, dental and vision insurance premiums.
3. After the first six (6) months in the rolling twelve (12) month period that the Nurse has been on leave, medical, dental and vision insurance will terminate and the Nurse may be eligible to continue benefits through COBRA at her/his own expense.

ARTICLE 17: JURY DUTY

A. Eligibility

Regardless of length of service, a Full-time or Part-time Nurse who is called for jury duty on a regularly scheduled workday shall receive the difference between jury duty pay and her/his base hourly rate, including any applicable shift differential for scheduled hours missed. Such time shall not be applied for the purposes of calculating overtime. To be eligible to receive the jury duty pay, the employee must provide a receipt from the jury commissioner that he/she has reported for jury duty. Per Diem Nurses are eligible for unpaid jury duty leave.

A Nurse assigned to the Day shift on the day of jury duty, the Night shift before jury duty, or the PM shift after jury duty shall be excused from the shift assignment.

If a Day or PM shift Nurse is excused by the court from a day of jury duty or is excused by noon, the Nurse is required to contact her/his immediate supervisor to determine if she/he should report to work.

If a combination of jury duty service and hours worked in the Hospital equal a normal full time thirty-six (36) to forty (40) work week, the Hospital will use its best efforts to grant the employee the weekend off, if the employee is scheduled to work the weekend following jury duty service.

Even if a Nurse is to be absent more than seven (7) calendar days, the Nurse does not have to request a Leave of Absence. However, the Nurse will notify the Hospital when receiving a Notice for Jury Duty and will keep the Hospital apprised of her/his status during jury duty.

B. Seniority

The Nurse will continue to accrue bargaining unit seniority while serving on jury duty.

C. Return to Work

When a Nurse returns to duty in compliance with an authorized Jury Duty Leave of Absence, such Nurse shall be reinstated in the same classification, position, unit, shift and scheduled hours in which such Nurse was employed before her/his absence. However, if conditions in the Hospital have so changed that it would not be feasible to reinstate her/him in such manner, then the Hospital will reinstate the Nurse to as nearly comparable a position and shift as is reasonable under the circumstances, and such Nurse will be given the first opportunity to return to her/his original position and unit.

ARTICLE 18: EMPLOYMENT PHYSICALS AND REQUIRED LAB TESTS

The Hospital shall pay for the cost of any examination or lab tests required by the Hospital as a condition of maintaining employment.

ARTICLE 19: RETIREMENT

Nurses shall remain enrolled in the current retirement plan through 2021. Effective in the 2022 plan year, Nurses will be eligible to participate in the Hospital's 401(a) and 401(k) retirement programs according to the terms and conditions of the plan documents, and the following benefits will be provided:

Years of Service	Employer match	Non-matching 401(a)/401(k) Contribution	Total employer contribution
0-4	50% of the first 3% of pay saved	3% of pay	4.5% of pay
5-9	50% of the first 4.5% of pay saved		5.25% of pay
10-14	50% of the first 6% of pay saved	5% of pay	8% of pay
15+		6% of pay	9% of pay

ARTICLE 20: SENIORITY

Hospital seniority shall be defined as length of service with the Hospital in any position.

Union seniority shall be defined as length of service as a Staff Nurse with the Hospital calculated from date of hire into a Staff Nurse Position. Per Diem Nurses shall accrue Union seniority at the rate of one (1) year for every thousand (1000) hours worked, not to exceed one (1) year of seniority for each year of employment.

The Hospital will grant retroactive Union seniority credit, equivalent to fifty (50) percent of his/her years of service, to any Staff Nurse who, prior to accepting a position as a Staff Nurse, was employed by the Hospital in any non-nursing position, provided that there is no break in service as an employee of the Hospital. Retroactive Union seniority shall be calculated in the manner as defined above.

A Nurse's Union seniority shall be lost if she/he:

1. Voluntarily terminates, or
2. Is terminated in accordance with the provisions of this Agreement, or
3. Fails to return to work at the end of an authorized leave of absence, or
4. Fails to return to work from layoff within fourteen (14) calendar days from the date on a written notice of recall, or
5. Occupies a non-bargaining unit position in the Hospital six (6) consecutive months or more.

Nurses who leave the bargaining unit to occupy a non-bargaining unit position shall have their Union seniority frozen. Should such a Nurse return to the bargaining unit within six (6) months, Union seniority will resume though no Union seniority shall be accrued for time spent in a non-bargaining position. Should the Nurse remain in a non-bargaining unit more than six (6) months, that Nurse shall lose bargaining unit membership and bargaining unit seniority.

In the event two Nurses have the same hire date, the Hospital and Union seniority tie shall be broken by determining the hours of their present scheduled positions. The Nurse with the greater number of hours shall be considered the more senior. If there is still a tie, Hospital and Union seniority shall be determined by day of birth, excluding the year, with the Nurse with the earlier birthday (month and day) being considered more senior.

The Hospital shall send the Partnership a Hospital and Union seniority list within thirty (30) days of ratification of this Agreement and an updated list every six (6) months thereafter, or upon request.

ARTICLE 21: POSITION POSTINGS AND FILLING OF VACANCIES

The Hospital will continue to post and hire into eight (8) hour shift positions. However, the Hospital may offer a twelve (12) shift option in Units where twelve (12) hour positions have been voted in. In the event the Hospital determines that a bargaining unit vacancy exists, such eight (8) or twelve (12) hour vacancies

shall be posted on the intranet for seven (7) calendar days. Nurses must formally apply for an open position consistent with the Hospital's application requirements and/or processes. Posted positions shall be awarded to the most senior Petaluma Valley Hospital Bargaining Unit Nurse provided that the Nurse meets the minimum qualifications required for the position. A Nurse shall be considered qualified if she/he can fully perform the duties of the position after an individual orientation of no less than eight (8) weeks for new graduates. Otherwise, individual orientations may be adjusted based on a Nurse's competency and ability to safely take a patient assignment. A Nurse must obtain all necessary certification within forty-five (45) days. Time frames may be extended by the Department Manager if the Nurse has not been able to obtain the necessary certifications due to unavailability of the program. If after the qualifying period, the Nurse is unable to meet the requirements for the new position he/she shall be given the option of returning to the position previously held, if vacant, or a vacant position on the same shift with comparable wages and responsibilities.

Temporarily vacated positions may be awarded to a Nurse based on seniority as a limited term position.

When Bargaining Unit applicants have approximately equal qualifications, the position shall be awarded to the most senior Nurse.

Nurses who are awarded a position shall, in general, be transferred to the new position no later than thirty (30) days from notification of their accepted offer.

If a nurse position covered by this Agreement is permanently vacated and the hours for that position are consistently filled by non-bargaining unit Nurses for more than ninety (90) days, the position shall be posted as described above. If the Hospital is unable to recruit or train Nurses to fill vacant positions and the vacancies impact the ability to provide nursing services in certain areas or shifts, the Hospital and the Partnership agree to take up the issue at a scheduled Labor Management Committee meeting with the goal of problem solving that concern.

ARTICLE 22: TEMPORARY WORK REDUCTION (TWR)

- A. Temporary Work Reductions are generally of less than twenty-one (21) days in duration and, as an example, reflect short-term drops in hospital census.
 - 1. Mandatory TWRs may be for:
 - a. An entire shift, or
 - b. At the beginning or end of a shift, as long as they are for four (4) or more hours.
 - c. A Nurse may receive a Mandatory TWR of four (4) or more hours, once in a rolling month with the following exception: a Nurse may be TWR'd a second time in a rolling month, but not in the same pay period, with a maximum allowable cap of twenty-four (24) hours per month. This exception would be allowed no more than twice in a rolling year.
 - 2. Nurses shall continue to accrue benefits during all hours of a mandatory TWR as they normally would for a regularly scheduled shift.
 - 3. Nurses may voluntarily agree to TWRs other than as described herein.

4. For a TWR, Nurses shall be reduced or cancelled as described herein with two exceptions:
 - a. Staff with special skills required to meet patient needs may be deferred from TWRs.
 - b. A Nurse may not be reduced or canceled if he/she is currently competent and willing to:
 - 1) Take a patient assignment from a Lead on a non-closed unit, or
 - 2) Replace a registry or traveler on a non-closed unit except as outlined below, or
 - 3) Provide duty-free meal and/or rest break relief to RN's on a non-closed unit who do not have scheduled relief coverage.

B. If the above conditions are satisfied and a TWR is still needed the Nurse(s) would be reduced or canceled in the following order on the affected unit by shift:

1. Registry.
2. Volunteers to reduce or cancel hours.
3. Traveler Nurses working on the unit up to the contract cancellation commitment.
4. Nurses working premium pay, if skill level is not required, in inverse order of seniority.
5. Nurses on CES unless willing to drop to non-CES pay.
6. Traveler Nurses who have exceeded the contract cancellation limit working on the unit.
7. Nurses working beyond their regular schedule in that payroll week, on a rotational basis, in inverse order of seniority.
8. Nurses working regularly scheduled hours. Nurses will be reduced on a rotational basis, in inverse order of seniority.

C. Nurses who are TWR'd (voluntarily or mandatorily) shall have the option to take Paid Time Off (PTO) or time off unpaid. TWRs shall have no negative effect on the Nurse's accrual of benefits, step progression or seniority.

D. It is understood that Petaluma Valley Hospital participates in student nursing preceptor programs. Nurses participating in the preceptor program will be subject to TWRs.

ARTICLE 23: PERMANENT WORK REDUCTIONS (PWR)

A. Definition

PWRs are defined as generally twenty-one (21) days or longer in duration, and, as examples, reflect long-term closing of units, programs or the reduction of work in a particular unit due to the elimination of beds and reorganization.

B. Notice Requirements

In the event of a PWR, as much advance notice shall be given as reasonable but generally not less than thirty (30) calendar days' notice shall be given to the Partnership of the positions to be reduced. Therefore, a meet and confer session shall be scheduled within five (5) business days. Topics of discussion shall include, but necessarily be limited to, a temporary or permanent reduction of hours, and the procedure by which to notify individual Nurses of their options, if any.

C. Area of Layoff

The Hospital may conduct a layoff Hospital wide, or by individual unit(s). When a layoff is Hospital wide, all Staff Nurses shall be placed on one seniority list and the layoff shall be conducted in inverse order of seniority, unless provided otherwise in this Article. Where a layoff is to be conducted by unit(s) all Nurses assigned to a given unit(s) will be placed on one seniority list and the layoff shall be conducted in inverse order of seniority, unless provided otherwise in this Article.

Nurses who are on leave shall be eligible for layoff using the same processes as are used for Nurses not on leave.

The Nurse's union seniority shall govern, subject to the following exceptions:

1. If a Nurse, who otherwise would be selected by Union seniority, possesses specialized skills which cannot be replaced adequately by the remaining Nurses in that job title in the same department/unit that employee may be passed over for layoff. It is understood that a Nurse can be "replaced adequately" by one (1) or more remaining Nurses if they can achieve the expected skill set within thirty (30) days of the Nurse being reassigned to a new position.
2. If the more senior Nurse in the same job title/classification is unable or unwilling to accept the hours, scheduling and/or work commitment of the Nurse who would otherwise be laid off by union seniority the less senior Nurse may be passed over for layoff.
3. A Nurse who has a written warning or greater related to a patient care safety issue, that has been issued within ninety (90) days preceding a layoff, may be laid off, in spite of having more seniority than a Nurse that does not have a written warning related to patient care safety. If the Nurse is in a grievance process, that process shall continue. Should an arbitrator find in favor of the Nurse, the Hospital shall reinstate the Nurse in their previous position, shall return her/his seniority, and shall pay the Nurse at base rate for all lost hours during the layoff, unless the Arbitrator rejects such relief under the circumstances.

Prior to the PWR, the Hospital shall discontinue use of Registry and Per Diem Nurses in the affected unit, unless Regular Nurses are unavailable. 'Unavailable' is not meant to include regular Nurses who are on temporary leave. Such Per Diems shall be coded to other units, for which the individual Per Diems are qualified.

D. Transfer/Displacement Options

Prior to the effective date of a PWR, Nurses shall be notified of open positions. Full and Part-time Nurses subject to a PWR shall have priority in filling any vacant positions in the Hospital in order of seniority, for which they are qualified. The filling of vacancies shall be done consistent with Article

21, *Position Postings and Filling of Vacancies*, with the exception that a Nurse receiving a PWR will have priority over another Nurse seeking employment within PVH so long as the Nurse is able to become qualified for the particular position as set forth below.

If a vacancy occurs on the same shift from which the Nurse was being PWR'd and for which the Nurse is qualified and chooses not to take the vacancy, she/he would then be placed on PWR and shall forfeit any preferential treatment in the selection of future positions.

If there are no such vacancies, a Full or Part-time Nurse to be laid off will be offered the position of the least senior Full or Part-time Nurse in the Hospital provided the Nurse is qualified for that position as set forth in Paragraph G of this Article. The Nurse will accept the work schedule and shift of the least senior Nurse being displaced. This paragraph does not apply to Per Diem Nurses.

E. Maintenance of Benefits

Any Nurse who was covered under the group hospitalization, dental and/or vision plans and is no longer eligible for employer-paid insurance, due to a reduction in force, shall, at the Nurse's option, be permitted to purchase and continue such coverage in accordance with applicable law.

F. Recall Rights

Nurses on layoff status shall be notified of vacancies posted subsequent to the date of the PWR for a period of twelve (12) months following the date of the PWR. Nurses who have accepted a vacant position on a different shift from the shift they were PWR'd from are to monitor job openings posted online.

Nurses shall be required to submit an application for those positions for which they wish to be considered. Such requests must be received during the posting period.

A Nurse on layoff status and the Nurse who accepts to work on a different shift in lieu of layoff shall be given preference for any open positions over any other Nurse bidding on the job for a period of twelve (12) months following the date of PWR, regardless of seniority or superior qualifications, provided the Nurse on layoff status meets the minimum qualifications. Nurses may exercise this special bidding right until she/he returns to his/her original shift in a position with the equivalent number of hours PWR'd from.

G. Definition of "Qualified"

A Nurse shall be considered qualified if she/he can fully perform the duties of the position after an individual orientation of no longer than six (6) weeks and has obtained all necessary certifications within forty-five (45) days. Time frames may be extended by the Department Manager if the Nurse has not been able to obtain the necessary certifications due to unavailability of the program, if the position does not need to be filled sooner.

H. Return to Employment after PWR

A Nurse returned to employment within twelve (12) months of the effective date of the PWR shall maintain his/her Hospital and Union seniority, pay step and benefits, adjusted forward when necessary to reflect current contract agreements.

ARTICLE 24: AWARDING EXTRA WORK

- A.** Per Diem Nurses and Regular Nurses who wish to work extra hours must submit their availability dates thirty (30) days prior to the posting of the schedule.
- B.** Nurses shall be awarded extra work they have made themselves available for in the following order:
 - 1. Regular Nurses from the unit needing replacement, by seniority, provided there is no overtime penalty to the Hospital.
 - 2. Per Diem Nurses from the unit needing replacement, by seniority, provided there is no overtime penalty to the Hospital.
 - 3. Regular Nurses from other units, if qualified, by seniority, provided there is no overtime penalty to the Hospital.
 - 4. Per Diem Nurses from other units, if qualified, provided there is no overtime penalty to the Hospital.
- C.** Nurses who submit availability dates after the time deadline referred to in paragraph A above shall be scheduled on a 'first-come' basis for any remaining schedule holes.

ARTICLE 25: JUST CAUSE AND DUE PROCESS

- A.** No Nurse shall be disciplined, suspended, demoted or discharged without Just Cause. Just Cause is not needed to discipline or terminate employees who are in their introductory period.
- B.** Due Process: The Hospital will utilize a system of progressive discipline unless there is a serious offense that warrants bypassing one (1) or more of the progressive disciplinary steps.

If the Hospital has reasonable cause to believe a Nurse has committed gross misconduct and needs to be removed from the worksite, the Nurse may be placed on administrative leave without pay for a period of up to three (3) days. During this time, the alleged act or conduct shall be investigated by the Hospital. Should no disciplinary action be taken against the Nurse, the Nurse shall be made whole for any lost compensation.

- C.** In the event a discipline is issued, and if there are no further incidents of a similar nature within one (1) year from receiving the written corrective action plan or written letter of warning, this document shall not be considered for the purpose of future discipline or for promotion to another bargaining-unit position. The one (1) year will be extended by the length of any leave of absence taken by the Nurse during the one (1) year period.
- D.** The Hospital shall advise a Nurse in advance if a requested meeting may result in discipline. This advance notification shall also include a general description of the issue or incident(s) specific enough that the Nurse understands the issue that will be discussed. The Hospital will include the date of the occurrence(s), if applicable. A verbal warning without a written corrective action plan is considered a coaching/counseling and is therefore not formal discipline; no advance notice shall be required.

A Nurse may request to have a Partnership Representative present at a meeting to discuss a possible verbal warning with a written corrective action plan, written letter of warning, suspension or discharge. The Nurse shall be given a reasonable amount of time to locate a Representative. Unless there are extenuating circumstances, meetings shall usually be held within three (3) business days of the Hospital's request for a meeting.

- E. Within five (5) workdays of the date that a manager/director has knowledge of the event which indicates that a verbal warning with a written corrective action plan, a written letter of warning, suspension or discharge is warranted with regard to a particular Nurse, the Nurse shall be so informed. Thereafter, a final decision shall be communicated to the Nurse within ten (10) workdays after the date of the manager/director's knowledge. However, where the extent of the investigation, the involvement of outside agencies or individuals, the availability of witnesses or supervisory/administrative personnel, the nature or complexity of the issue, or similar factors make it impractical to comply with these time limits, then they shall not apply and the Nurse will be informed as soon as it is reasonably practical. However, in no event will the time taken to investigate the situation and inform the Nurse exceed thirty (30) days.
- F. By the 15th day of each month, the Hospital shall provide the Partnership with electronic copies of all disciplinary actions or confirm that no disciplinary actions were issued to Bargaining Unit Nurses in the previous month.

ARTICLE 26: GRIEVANCE, NON-BINDING MEDIATION AND ARBITRATION

It is recognized that all parties have a good faith obligation to hear and to decide promptly any case covered under the provisions of this article, while still preserving all necessary aspects of Due Process. To the greatest extent possible, disputes should be resolved using informal channels, including direct discussion between Nurses and their managers.

A. Definition

A grievance, for purposes of this article, is defined as a dispute, claim or complaint involving the interpretation or application of one (1) or more contract provisions of this Agreement, including a dispute whether a Nurse was disciplined without Just Cause per Article 25, *Just Cause and Due Process*. The exceptions are those Articles or provisions which state that they are not subject to the grievance procedure.

B. Filing

A Nurse may be assisted by a representative of the Partnership at any step in the Grievance, Non-Binding Mediation and Arbitration procedure. Written grievances may be filed by an individual Nurse, by the Partnership or by the Hospital. The decision whether to arbitrate a grievance filed by a Nurse rests solely with the Partnership.

C. Procedure

The Grievance and Arbitration procedure is the following:

1. In this four (4) Step process, if a response is not provided by the required deadline, the process automatically moves to the next Step, if the party whose deadline was not met so chooses.

2. Prior to utilizing the grievance procedure, the grievant, or the grievant and a Nurse Representative (if requested by the grievant), should attempt to resolve the dispute through informal discussion with the grievant's immediate supervisor.
3. No grievance shall be processed unless it has been presented in writing to the Hospital's Human Resource Department, or to the Union if it is the Hospital that is filing, within thirty (30) calendar days of the alleged violation of this Agreement or from the earlier of the dates on which the Hospital, Partnership or Nurse(s) had knowledge of the alleged violation giving rise to the grievance. The written grievance must allege the violation of a specific provision or provisions of this Agreement, and set forth all the facts upon which the allegation is based that are known to the grievant at the time of filing.
4. If a grievance is filed by the Hospital, it shall be initially submitted at Step Two in the manner described below and addressed to the President of the Partnership. A grievance filed by the Hospital must allege that the Partnership either itself violated the Agreement or is liable for a violation of the Agreement through the acts of its agents (official representatives) acting in the course and scope of their union functions.
5. In the event of a discharge, suspension or demotion, the grievance shall be initially submitted at Step Two in the manner described below, within seven (7) calendar days of the Nurse's discharge, demotion or suspension, if the grievant so chooses.

STEPS IN PROCESS

STEP ONE

- a. Unless the Nurse has cause not to meet with his/her manager or immediate supervisor, the Step One meeting(s) shall have the grievant's manager or supervisor present. A Human Resources Representative may be present. The meeting shall take place within ten (10) business days of the filing of the grievance.
- b. A written response to the grievance will be provided to the Union President or designee within ten (10) business days of the meeting with a copy provided to the grievant.

STEP TWO

- a. If the grievance is not resolved at Step One, the matter may be appealed to the Hospital's Human Resources Department within ten (10) business days from the date the Step One response was provided to the Union.
- b. The Human Resources Director or designee shall meet with the grievant and his/her representative within ten (10) business days after receipt of the written grievance to attempt to resolve the issue.
- c. The Human Resources Director or designee will respond, in writing, with his/her decision within ten (10) business days of the meeting.

STEP THREE: NON-BINDING MEDIATION

- a. If any grievance is not resolved in Step Two, the parties shall proceed to the non-binding Federal Mediation and Conciliation Services' (FMCS) Grievance Mediation Process. The charging party shall file to request for mediation, which must be submitted in writing within ten (10) business days of the written Step Two response. Such mediation shall begin within sixty (60) days of the request for mediation. Failure of the charging party to file within ten (10) business days, as noted above, shall not allow either party to move to arbitration unless mutually agreed upon.
- b. All parties to the non-binding mediation process shall agree to the following:
 - 1) To cooperate fully and in a timely way to collect the relevant facts that are to be presented to the Mediator.
 - 2) To participate in good faith throughout the FMCS process.
 - 3) To accept the terms of participation in the FMCS process.
 - 4) To accept the FMCS contract of participation.
 - 5) To consider accepting the suggested resolution offered by the Mediator if there is such a suggestion.

The Mediator's suggested resolution is not binding on the parties. The Mediator shall have no authority to add to, subtract from or change the Agreement in any way. If the parties agree to the mediator's suggested resolution the parties shall then commit that agreement to writing.

Nothing in this Article shall limit the right of the Hospital to seek interim injunctive relief in order to prevent imminent, irreparable injury. Any such injunctive relief must be limited to the merits of a specific, pending grievance filed by the Hospital. The Court may preliminarily assess the merits of the dispute as part of its injunctive-relief analysis, but it may not enter a final ruling or settlement of the parties' dispute. Any findings made by the Court in support of its decision to grant or withhold injunctive relief shall not be binding in any ensuing arbitration of the Hospital's grievance.

By mutual agreement, the parties may waive this Step Three and proceed directly to Step Four, Binding Arbitration; otherwise binding arbitration shall not begin until the non-binding mediation process is complete.

STEP FOUR: BINDING ARBITRATION

- a. If the grievance is not resolved in Step Three, a grievance can be appealed to arbitration by either the Hospital or the Partnership. A party moving a grievance to Step Four must notify the other party, in writing, within ten (10) business days of the completion of the Step Three mediation.
- b. Arbitrators may be selected by obtaining from the Federal Mediation and Conciliation Service, a list of seven qualified Northern California arbitrators affiliated with the National

Academy of Arbitrators. The parties shall alternately strike names from the list until one remains, the first strike being determined by a flip of a coin, and the last name remaining shall be the arbitrator.

- c. The Arbitrator's authority is derived from this Agreement and his/her jurisdiction shall be limited to interpreting and applying the provisions thereof. The arbitrator shall have no authority to add to, subtract from or change the Agreement in any way. The decision of the arbitrator shall be final and binding on all parties concerned.
- d. The Hospital cannot seek a remedy nor can the Arbitrator award a remedy that would violate the legally protected rights of either Party, or of Nurses covered by this Agreement.
- e. Time frames for any step in this Grievance, Non-Binding Mediation and Binding Arbitration process may be extended only by mutual, written agreement.

ARTICLE 27: NURSE REPRESENTATIVES AND NURSE REPRESENTATIVE COUNCIL

- A.** The Partnership may appoint Nurse Representatives who shall be bargaining unit Staff Nurses employed by the Hospital. The function of the Nurse Representatives shall be to represent the Partnership in related matters under this Agreement; to ascertain that the terms and conditions of this Agreement are observed; to represent the Partnership in meetings between the Hospital and the Partnership; to be present at meetings where Weingarten Rights are applicable and the Nurse has requested Partnership representation; and to investigate and process grievances. The Hospital will not deny requests by Partnership Representatives to attend scheduled disciplinary notification meetings (where Weingarten rights do not apply) as a silent witness, but such requests need not be granted if they would require rescheduling the meeting.

In handling grievances, the Nurse Representatives shall only deal with representatives of the Hospital authorized to handle grievances. The Partnership will determine the number of Nurse Representatives necessary to assist in the functioning of the Partnership. However, the number of Nurse Representatives authorized to interact with the Hospital Administration on behalf of the Partnership will not exceed fourteen (14) at any given time. The Partnership will provide the Hospital with the updated listing of these fourteen (14) Nurse Representatives upon ratification of this Agreement and at such times as the composition of this list changes.

- B.** The Partnership will make reasonable efforts to secure an off-duty Nurse Representative to attend meetings covered under this Article. If the Partnership is unable to secure an off-duty Nurse Representative and an on-duty Nurse Representative is able to attend, that Nurse Representative shall be given paid release time for meetings covered by this Agreement that occur during their normally scheduled work hours.

In these instances, Nurse Representatives shall provide no less than forty-eight (48) hours' notice to his/her supervisor should the Representatives need to miss work to fulfill their responsibilities under this Article and shall receive permission from their immediate supervisor prior to leaving the work unit.

In order to attend these meetings, the Hospital will work through the Unit Manager to schedule the session so that the Nurse Representative is able to give the required forty-eight (48) hours' notice.

- C. The Partnership may establish a Nurse Representative Council which may meet monthly. All time spent fulfilling Partnership authorized Nurse Representative functions will be reimbursed by the Partnership. Reasonable requests to use Hospital meeting rooms for Council meetings will be approved using the same scheduling criteria applied to other Hospital and community meetings. The Council will schedule such meetings through the Hospital.

ARTICLE 28: PERSONNEL FILES

- A. A Nurse may review his/her personnel file. Personnel files shall be made available within a reasonable period of time.
- B. The Hospital shall provide the Nurse with copies of his/her personnel file upon request, which shall include notices of commendation, formal discipline, including notices of termination and other materials as required by law.
- C. Upon request from the Union and once the Hospital is in receipt of the written authorization of the employee, the Hospital will provide an accurate, complete and up-to-date copy of an employee personnel file.
- D. Authorized representatives of the Partnership shall be allowed to inspect material in personnel files upon the Hospital's receipt of the written request by a Nurse. The Hospital will provide an accurate, complete and up-to-date copy of an employee's personnel file.

ARTICLE 29: PROFESSIONAL PERFORMANCE COMMITTEE

A Professional Performance Committee, hereafter referred to a PPC, shall be established at the Hospital.

A. Intent

The Hospital recognizes the responsibility of the PPC to recommend measures objectively to improve patient care.

B. Objectives

The objectives of the PPC shall be:

1. To meet and discuss the improvement of patient care and nursing practice.
2. To meet and discuss matters relating to staffing.
3. To meet and discuss safety and health issues.

C. Composition

The PPC shall be composed of a maximum of six (6) representatives and two (2) alternates who are employed at the Hospital and covered by this Agreement. The Committee members shall be elected by the Nurses at the Hospital.

D. Regular Meetings and Minutes

The PPC shall schedule regular meetings. The PPC shall prepare an agenda and keep minutes of all meetings, provide a roster of attendance and length of meeting, copies of which shall be provided to the Director of Nursing. The Hospital shall pay each member of the PPC a maximum of two (2) hours per month at their base hourly rate for attendance at such meetings.

The PPC will make all reasonable efforts to avoid scheduling meetings such that Nurses receive overtime for attendance at the meetings.

E. Information Meetings

The PPC may request meetings with the Manager of any department for the purpose of obtaining information. Department Managers shall meet with the Committee within a reasonable time.

PPC representatives may meet with the Hospital Director of Nursing (DON) as needed to address any issues or concerns they may have related to topics covered by the Article. Any topics must be provided at least one (1) week in advance of the meeting. Minutes will be taken of these meetings, which will be made available to Nurses.

F. Special Meetings

The Hospital may request special meetings with the PPC and the PPC may request special meetings with the Hospital, but such meetings shall not take the place of regularly scheduled meetings, unless mutually agreed to by the parties. At the request of the PPC, the Partnership staff representative may attend meetings. To the extent the PPC recommends measures to improve patient care at any meeting between the PPC and the DON, the DON will provide a verbal or written response within forty-five (45) days of the meeting.

G. Limitations

The Committee shall not discuss economic issues or matters subject to the negotiation process.

The Committee activities are not subject to the grievance and arbitration procedure set forth in this Agreement.

H. Meeting Facilities

The PPC shall be permitted to use the Hospital's premises and equipment for meetings, if available.

ARTICLE 30: PER DIEM SCHEDULING AND AVAILABILITY REQUIREMENTS

A. Per Diem Scheduling

A Per Diem pool shall be established in each unit.

B. Availability Requirements

1. Per Diems shall submit their availability dates thirty (30) days in advance of the schedule posting. Per Diem Nurses will be scheduled according to need. Work will be scheduled on a seniority basis, among Per Diem Nurses who timely submit their availability, according to the following procedure:
 - a. The most senior Per Diem Nurse submitting availability will be scheduled for sixteen (16) hours per schedule. Additional hours will be scheduled to less senior Per Diems in turn. After all Per Diems submitting availability have been scheduled for sixteen (16) hours, additional shifts will be awarded on a one (1) shift per person basis, by seniority, until core numbers are met. This formula does not grant Per Diems the right to a particular schedule or work assignments, or guarantee that the number of Per Diem shifts needed by the Hospital will be sufficient to allocate sixteen (16) hours to each Per Diem Nurse.
 - b. Two (2) weeks prior to the schedule being posted, the scheduler shall send out open shift availability to the Nurse's work email for covering identified short shifts.
2. Per Diem I's must meet the following availability requirements:
 - a. A minimum of four (4) shifts each four (4) week scheduling period.
 - b. At least one (1) shift every pay period.
 - c. Two (2) shifts each four (4) week scheduling period must be for weekend shifts.
 - d. Either Thanksgiving or Christmas each calendar year. Coverage for Christmas shall be rotated annually.
 - e. At least four (4) eight (8) hour on-call shifts each four (4) week scheduling period in departments where on-call is the nature of the work (Surgical Services).
3. Per Diem II's must meet the following availability requirements:
 - a. A minimum of six (6) shifts each four (4) week scheduling period.
 - b. Fifty percent (50%) of the shifts provided will be selected by the nurse from the available shifts designated by the Hospital.
 - c. At least one (1) shift every pay period.
 - d. Every other weekend.
 - e. One (1) major (Christmas or Thanksgiving) and two (2) minor holidays each calendar year. Coverage for Christmas shall be rotated annually.
 - f. At least six (6) eight (8) hour on-call shifts each four (4) week scheduling period in departments where on-call is the nature of the work (Surgical Services).

4. Per Diem II may request to transfer to Per Diem I with sixty (60) days' advance notice to the Hospital and only once per year. The Hospital may allow exceptions to these requirements based upon individual circumstances.
5. Once the final schedule is posted, a Per Diem is no longer obligated to be available for any shifts for which he/she was not scheduled.
6. Per Diems may make themselves unavailable for three (3) two (2) week periods a year of which no more than two (2) pay periods may be between June 1 and Labor Day. Per Diems shall notify the Hospital of their unavailability at least thirty (30) days in advance of the schedule posting.
7. If a Per Diem Nurse wishes to be unavailable during the Thanksgiving, Christmas or New Year's holidays or on a week before or after these holidays, sixty (60) days advance notice is required. The two most senior Per Diem staff shall be granted the time off. Other Per Diem requests shall be granted based on staffing coverage and seniority.

C. Notice of Shift Cancellation

Per Diems shall give two (2) hours advance notice, whenever possible, when canceling a shift for illness or emergency.

ARTICLE 31: INTRODUCTORY EMPLOYEES

The introductory period shall be for six (6) months.

Nurses who are in a benefit eligible position are eligible for health and dental insurance benefits on the first date of employment in the bargaining unit, retroactive if the Nurse enrolls within the first thirty (30) days of employment.

While the disability reserve program continues, Nurses shall accrue disability reserve during the introductory period, but may not use this reserve for the first ninety (90) days of employment.

Newly employed Nurses shall be eligible for educational leave after completing ninety (90) calendar days of employment.

Nurses may use Paid Time Off hours as accrued.

During the introductory period, Nurses may be disciplined or discharged without recourse to the grievance, mediation and arbitration procedure.

ARTICLE 32: MAINTENANCE OF SUPERIOR WAGES, HOURS, BENEFITS AND WORKING CONDITIONS

It is the understanding of the parties that there are no Nurses receiving wages, hours, benefits and/or working conditions superior to the provisions of this Agreement. However, should such a situation come to light, the parties shall meet and confer.

ARTICLE 33: NEW OWNERSHIP, SUCCESSORS AND ASSIGNORS

It is the intent of the parties to this Agreement that it shall remain in force and effect for its term, notwithstanding any sale or transfer by the Hospital to any other entity.

The Hospital may not use a sale, transfer or other mechanism to evade the terms of this Agreement.

ARTICLE 34: STAFFING

A. Patient Care Model

1. Consistent with its preferred patient care model for Acute Care, the Hospital intends to use Registered Nurses on the units to fulfill mandated Nurse to Patient Ratios.
2. The Hospital shall staff according to acuity adjusted Nurse to Patient staffing ratios as established in Title 22, with the understanding that the ratios enumerated in Title 22 are minimums only, and that additional staff can be assigned in order to be consistent with the requirements of Title 22.

B. Staffing System

The Hospital will maintain an accurate, reliable and verifiable staffing system based on assessment of patient needs in accordance with all relevant statutes and regulations, including but not limited to Title 22. This may be accomplished through the use of Lead Nurses, Break Nurses, Staff Nurses (whether Hospital employees or outside travelers or registry), assistive personnel, or management personnel who are currently competent and readily accessible to deliver patient care. The Hospital's staffing system shall include the following categories of Staff Nurse Personnel, with job duties as outlined below.

1. A Registered Nurse shall directly provide:

- a. Ongoing patient assessments, which shall be performed and documented in the patient's medical record for each shift and upon receipt of the patient when she/he is transferred to another patient care area.
- b. The planning, supervision, implementation and evaluation of the nursing care provided to each patient. The implementation of nursing care may be delegated by the Registered Nurse responsible for the patient to other licensed nursing staff, or may be assigned to unlicensed staff, subject to any limitation of their licensure, certification, level of validated competency and/or regulation.
- c. The assessment, planning, implementation, and evaluation of patient education, including ongoing discharge teaching of each patient. Any assignment of specific patient education tasks to patient care personnel shall be made by the Registered Nurse responsible for the patient.

2. Lead Nurse

- a. Lead Nurse is a voluntary assignment. An individual Nurse's designation as Lead may be revoked by the Hospital if performance does not meet the Hospital's expectations provided the

Nurse is provided reasonable advance notice to improve performance. Reasonable advance notice does not need to be provided in the event of a serious safety concern or other conduct that would warrant immediate suspension or termination. Nurses who volunteer for a Lead Nurse assignment will meet the Lead Nurse competencies as established by the Hospital.

Every effort will be made for Lead Nurses in the Medical Surgical Unit to start their shifts without a patient assignment. If at any time a Medical Surgical Lead takes on a patient assignment, they shall no longer be Lead. Lead RNs on the Medical Surgical unit shall not be counted in the unit's Nurse to Patient Ratios unless she/he assumes a patient assignment as provided for in this Article.

For Lead Nurses in the Family Birthing Center, Critical Care, Emergency Department and Surgical Services, efforts will be made for such Lead Nurses to start their shifts without a patient assignment.

The Hospital will make all reasonable efforts to identify, on the staffing schedule, those Nurses scheduled as Lead Nurse for specific dates and shifts. Qualified Nurses will be scheduled as Lead Nurse on a rotational basis, in a fair and equitable manner, consistent with continuity of patient care.

If at the start of or during the shift any Lead Nurse takes on his/her own patient assignment, that Lead Nurse will not provide break relief unless Nurse to Patient ratio requirements, as set forth in Title 22, can be maintained. Additionally, that Nurse shall no longer be responsible for Lead Nurse Tasks. If no Lead Nurse is scheduled, or if the Lead Nurse takes on a patient assignment, Lead Nurse tasks such as narcotic count, cart check, and Point of Care will be shared by the Staff Nurses on the unit, if that can be done while maintaining patient safety.

Notification of the inability to complete Lead tasks will be provided to a Manager or designee immediately.

- b. Lead Nurses shall be a bargaining unit RN, having worked on the unit where they are to be lead, for at least six (6) months; and
 - 1) Successfully complete Lead Nurse Orientation prior to assuming the role. Time allowed for orientation will be determined collaboratively between the Hospital and the affected Nurse;
 - 2) Successfully complete Lead Nurse competencies prior to assuming the role;
 - 3) Maintain on target annual performance evaluations;
 - 4) Have no written corrective action plan within the last twelve (12) months.
- c. The Hospital shall maintain the Lead Nurse Committee that may meet monthly and at least quarterly to address ongoing issues related to the Lead Nurse role.
- d. Upon request by either party, the Hospital and the Partnership agree to meet and discuss any major changes to Lead Nurse Competencies.

3. Break Nurses

The Hospital may use Break Nurses. The role of Break Nurse may be filled by a Lead Nurse, Staff Nurse (whether a Hospital employee or outside travelers or registry) or other currently competent RN, including management personnel with the necessary unit certifications. Break Nurses shall not be a non-bargaining unit RN hired solely or predominantly for the position. If a Break Nurse takes on their own patient assignment, that Break Nurse will not continue providing break relief unless Nurse to Patient Ratio requirements as set forth by Title 22 can be maintained.

The Hospital will provide duty-free breaks.

4. Resource Nurses

Resource Nurses offer a specialized skill, or can offer years of experience in a certain field of Nursing. These Nurses may or may not be a bargaining unit RN (for example: Travelers) and may be used to meet the acuity-based staffing needs in the unit where they are assigned. On a rare occasion, they may also take on some limited tasks normally shared by Nurses on the unit when there is no assigned Lead. In performing these tasks, the Resource Nurse shall work closely with the Staff Nurses on the unit and Administrative Supervisor to ensure that staffing decisions are consistent with Hospital policy and patient acuity needs and safety. The Resource Nurse role shall not include supervising the bargaining unit Nurses.

5. Assistive Personnel

The Hospital may use assistive personnel as the Hospital deems necessary. The Hospital shall, in good faith, provide caregivers of appropriate skill level to meet the needs of the patients.

ARTICLE 35: PATIENT ADVOCACY

A. Maintaining Patient Safety

1. The Hospital and the Partnership agree that patient advocacy is a legal and ethical responsibility of both the Hospital and Registered Nurses. In accord with the Nurse Practice Act, RNs shall exercise professional judgment when evaluating patient care needs and conditions. If in her/his advocacy role a Nurse reasonably believes a condition in the Hospital violates required standards of patient care the Nurse shall report such a condition to the appropriate nursing supervisor immediately. The Nurse shall provide sufficient documentation so that an appropriate response can be given. It is agreed that no discipline shall result when any Nurse makes such a report.
2. Both parties agree that per Title 22 regulations, the Nurse to Patient Ratios set out in California state law represent minimum staffing levels and all staffing of Nurses in the Hospital's acute care units shall be adjusted in accordance with Title 22 based upon patient census and acuity. Patient acuity shall be determined by the Hospital's Patient Classification System which shall be accurate, reliable and verifiable and shall be established in each acute care unit where utilized.
3. Nurse staffing shall not be determined solely on the basis of grids or matrices; nor will Nurse assignments be made solely on the basis of geographical areas in a unit.

B. A Patient Classification System Committee (PCSC) will be established and utilized in a manner consistent with the requirements of Title 22. The PCSC will provide PCS/Acuity input including the responsibility to:

1. Establish means by which Staff Nurses may give regular input into the PCS and respond in a timely way to concerns brought to the attention of the PCSC by Staff Nurses or affected administrative personnel.
2. Participate in the development and implementation of the PCS in all applicable nursing units and do ongoing assessment, evaluation and testing of the PCS.
3. Review all data and trend information generated by the PCS in order to determine validity and reliability. The Hospital will provide the PCSC all necessary PCS information in a timely manner or provide access to such information required to do accurate reviews.
4. Provide input to make adaptations to the PCS to ensure that the system accurately captures patient acuity and care needs.
5. Recommend the type and extent of PCS training for Staff Nurses and provide input to the PCS manual.
6. Recommend appropriate opportunities and provide training to learn documentation related to the PCS.
7. Demonstrate to Staff Nurses on any unit using the PCS how patient acuity modifies Nurse-to-Patient ratios.

C. In order to carry out its responsibility, the PCSC will:

1. Maintain Co-Chairs for the Committee from among Committee members; one Staff Nurse appointed by the PPC and one administrative RN appointed by the DON. Co-Chairs will act as liaisons between committee members, the PCS Project Manager and PVH staff affected by the PCS.
2. Review the reliability of the patient classification system for validating staffing requirements at least annually by a committee appointed by the nursing administrator to determine whether or not the system accurately measures patient care needs. If the review reveals that adjustments are necessary in the patient classification system in order to assure accuracy in measuring patient care needs, such adjustments must be implemented.
3. Include 50% Staff Nurses appointed by the Professional Performance Committee and 50% nursing administrators appointed by the Director of Nurses, not to exceed a total of ten (10) members. Members will be representatives from those units using the PCS. If the PPC fails to timely appoint members within ten (10) calendar days, following any written request by the Director of Nursing, the DON shall be able to appoint Staff Nurse Members for the committee.
4. Meet monthly if any new PCS is established and until all Nurses are trained in its use. The PCSC may continue to meet monthly, if necessary, however, will meet at least quarterly, including with the Director of Nursing to review PCS effectiveness.

5. Ensure that Staff Nurse members of the PCSC are replaced on their unit schedules as necessary in order to attend PCSC meetings. At least forty-eight (48) hours of advance notice of the meetings must be provided. Nurses will be paid for attendance.
6. Minutes shall be generated at all meetings of the PCSC.

ARTICLE 36: PRINCIPLES REGARDING USE OF TECHNOLOGY

New technology shall be consistent with the provision of safe, therapeutic patient care.

Upon introduction of new technologies and/or new equipment into the workplace, instruction will be made available to all Employees who are responsible for using the technology/equipment. The Hospital will include input from Nurses regarding training pertaining to new technology. The Hospital shall determine the method and extent of such instruction based on the complexity of the technology/equipment.

ARTICLE 37: SEVERABILITY CLAUSE

If any provision of this Agreement is found to be in conflict with the laws of the State of California or of the United States of America, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 38: NO STRIKE/NO LOCKOUT

- A. For the duration of the Agreement, and any extensions there to, the Partnership and its members or other agents shall not threaten, sanction, encourage nor participate in any way in any strike, sympathy strike, walkout, slowdown, sickout, work stoppage or other interference with any operation of the Hospital covered by this Agreement. In the event any such action occurs, or is threatened, the Partnership and its representatives will immediately take all appropriate action to end or avert same.
- B. The Hospital agrees that, during the term of this Agreement or any extensions there to, it will not engage in any lockout of Registered Nurses covered by this Agreement.
- C. Neither the violation of any provision of this Agreement by any person, nor any other act or omission by any representative of either party, will excuse either the Partnership, the Hospital or bargaining unit employees from any and all of their obligations covered by this Article.
- D. The Partnership and the Hospital will have the right to seek full judicial remedies, including injunctive relief and damages, for any claimed violation of this Article in addition to all other remedies provided by this Agreement. There shall be no obligation to arbitrate any claimed violation before seeking such judicial relief.

ARTICLE 39: SAFE PATIENT HANDLING AND MOVEMENT

- A. The Hospital is committed to maintaining a safe and healthful work environment. This includes safe patient handling through the use of patient transfer devices.
- B. Appropriately trained staff is to be available to assist with patient lifting. Additionally, the Hospital requires that all RNs attend a Work Safe Patient Handling course as a competency requirement. This course shall be offered such that Nurses can reasonably fulfill this mandatory competency. At the

Nurse's discretion, this competency may be taken in conjunction with other mandatory or non-mandatory classes.

- C. If, during the term of this Agreement, the California Legislature passes legislation addressing patient lifting, this provision will be modified to include the specific requirements and obligations of such legislation.

ARTICLE 40: COMMUNICABLE DISEASES

The Hospital shall provide information and training to Registered Nurses on communicable illnesses and/or disease to which he/she may have routine or non-routine risk of workplace exposure. Information and training shall include the symptoms of communicable diseases, modes of transmission, methods of protection, workplace infection control policies and procedures, as well as any special precautions and recommendations for immunizations where applicable. The Registered Nurse shall actively participate in the training provided by the Hospital.

Registered Nurses shall be provided and use appropriate personal protective equipment and/or attire whenever Hospital policies and procedures warrant such use. The Hospital and Registered Nurses will follow all applicable County, State and Federal regulations relating to communicable diseases.

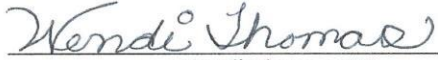
The Hospital shall not knowingly assign a Registered Nurse to patient care situations which present an unreasonable danger of illness or disease, nor knowingly assign the Registered Nurse to any situation which presents a real risk of serious harm or death to the Registered Nurse.

Should a Registered Nurse believe that he/she cannot accept a patient assignment due to a situation that may present an unreasonable danger of illness or disease, he/she should immediately notify the appropriate member of the management team for the purpose of discussing and resolving the situation.

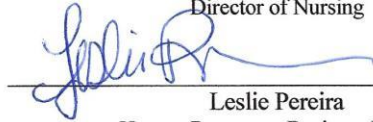
ARTICLE 41: TERM OF THIS AGREEMENT

Except as provided herein, this Agreement shall become effective on March 25, 2021 and shall continue in effect, without change, addition or amendment through March 25, 2025. This Agreement shall automatically be renewed and extended from year to year thereafter unless either party serves notice in writing, which is received by the other party at least ninety (90) days prior to the expiration date of this Agreement, of its desire to terminate or amend this Agreement, and this requirement cannot be waived, except by an advance written mutual agreement. If a new Agreement is not reached prior to the original expiration date or any anniversary date thereafter, the parties may, by mutual written consent, extend the existing Agreement for a specified period of time.

Petaluma Valley Hospital



Wendi Thomas, RN
Director of Nursing



Leslie Pereira
Human Resources Business Partner

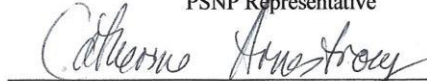
Petaluma Staff Nurse Partnership



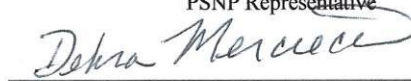
Jim Goerlich, RN
PSNP Representative



Luinda Lofftus, RN
PSNP Representative



Catherine Armstrong, RN
PSNP Representative



Deb Mercieca, RN
PSNP Representative

APPENDIX A

CLINICAL LADDER, RN III & IV

A. PURPOSE/EXPECTED OUTCOME(S)

The clinical ladder program is designed to promote professional growth and development, reward and recognize high quality professional nursing practice, contribute to recruitment, and retention, and inspire nurse leaders to fulfill their potential.

B. QUALIFICATIONS

1. Registered Nurse with current California license.
2. Has worked at Petaluma Valley Hospital in his/her area of specialty as a Staff Nurse II for a minimum of eighteen (18) months and 1560 hours and will continue to work 1040 hours per year in area of specialty, prorated for nurses who have had a leave of absence. (For instance, when a Nurse returns from an approved leave of absence of six [6] months, that Nurse's filing deadline shall be extended by six [6] months.) Upon returning from a leave of absence and until the Nurse's filing deadline, the Nurse's status shall be prorated. 'Work' or 'worked hours', as used in Clinical Ladder only, shall be defined as scheduled hours worked, CES hours, overtime hours, all mandatory TWR hours and voluntary TWR hours, (up to a maximum of one [1] shift per calendar month).
3. For promotion to SNIII, nurses will meet a minimum of **three (3)** leadership criteria as listed below.
4. For promotion to SNIV, nurses will meet a minimum of **five (5)** leadership criteria as listed below and will have been SNIII for at least one (1) year.
5. There are no limitations to the number of Staff Nurse III's or IV's.
6. For purposes of attaining, maintaining or advancing Staff Nurse III and/or Staff IV, the applying Nurse shall have a performance appraisal with an overall score that is at or above target and is not currently in the progressive discipline process at verbal warning with a corrective action plan or higher.

C. LEADERSHIP CRITERIA

1. Certifications

Complete and maintain one (1) or more non-required certifications as recognized by the American Board of Nursing Specialties or American Association of Critical-Care Nurses (AACN) applicable to current areas of nursing practice; provided the nurse has not received reimbursement from the Hospital. See Article 11, *Education and Training*.

2. Department/Hospital Committee

Attend and engage in active participation in one (1) unit-based or hospital-wide committee or manager approved task force with 75% attendance. Active participation requires an attendee to contribute to the meeting and requires that the participant report meeting information back to the unit and/or manager as necessary. Applicant must provide written documentation explaining their role/contribution to the committee. Letter with signature from chairperson or designee is required. Two (2) committees count as two (2) points. **Maximum of two (2) points in this category**

3. Department/Hospital Activities

- a. Writes or substantially revises four (4) or more department policies, procedures or competencies, as requested by the Coordinating Council Committee or Manager. Within one year. (One [1] point)
- b. Completes a Nurse Manager pre-approved unit-based activity or Nurse Manager pre-approved ongoing project. These projects must either have a beginning and an end, and if ongoing, have periodic updates provided as needed. Document with a complete description of the activity or project that result in benefit to patients/families, and/or Department/Hospital annually. Ongoing projects must be re-approved by the Manager annually. (One [1] point)
- c. Writes one clinical narrative which contains a reference to three of Benner's seven domains of nursing. These narratives will describe a personal clinical situation that includes:
 - 1) Facts of the situation,
 - 2) The Nurse's assessment and,
 - 3) The Nurse's learning-based recommendations.

The narrative should be 1-2 pages in length including one reference from research. (One [1] point)

Maximum of two (2) points in this category

4. Teaching

- a. Organizes and/or 'teaches' three (3) inservices of substantial length [thirty (30) minutes or more] or participates in teaching three (3) classes per year for the department.
- b. Teaches at least one Skills Lab station, minimum six (6) hours (one [1] point credit per year). Must provide documentation of the skill/education provided and a letter with a signature from the Skills Lab director or designee.

Maximum of two (2) points in this category

5. Precepting

Serves as main preceptor for one new grad, re-entry, senior nursing student or employee. Must provide proof of attending a preceptor class within last three (3) years. May not receive preceptor pay. Document with letter from Preceptee or documentation from academic institution.

Maximum of two (2) points in this category. One (1) point if precepted an individual sixty-four to ninety-six (64 to 96) hours and two (2) points if served as primary preceptor for more than ninety-six (96) hours. Documentation of hours required.

6. Community Service

Active participation in an ongoing or single event community activity with a recognized organization or hospital affiliated event. Can also be a school or religious sponsored community action or charity event. Minimum of ten (10) hours per year. Applicant to provide documentation explaining his/her role/contribution at the event or activity. Written verification from the event coordinator or sponsor required.

Maximum of one (1) point in this category

7. Clinical Expert

The nurse must have pre-approval to be identified and recognized by the manager as an expert/mentor/resource in a particular specialty, disease process or procedure. Document includes a description of the applicant's area of expertise, how they became an expert/mentor/resource and how they maintain their expertise.

Maximum of one (1) point in this category

8. Cross Trained

Is oriented to and maintains cross-trained skills in another department or specialty as a Staff RN. Must provide documentation of having worked forty-eight (48) hours annually (One [1] point) or ninety-six (96) hours annually (Two [2] points) in that department or specialty to meet criteria. Example: the nurse is able to function independently in another department other than their regular home department. May not receive float differential for these hours.

Maximum of two (2) points in this category

9. Education

- a. Has an advanced practice degree/certification in nursing. For example: MSN, NP. One (1) time only.
- b. Provides documentation of advancement from ADN to BSN or MSN. One (1) time only.

Maximum of one (1) point in this category

10. Nursing Research

- a. Created a valid nursing research project which has been approved by the nurse manager and /or is under consideration by the Hospital IRB for implementation. (One [1] point).
- b. Implements nursing research project and reports results back to the Coordinating Council or Unit Based Council. (Two [2] points).

Maximum of two (2) points in this category

11. Publishing

Publish an article in a nursing journal documented by a letter of intent to publish by the journal or the actual article in print.

Maximum of two (2) points in this category

D. PROCEDURE

1. New applications are accepted at any time during the calendar year. Applications for renewal must be submitted within the first two (2) weeks of the renewal month it is due. If not received on time, the applicant must wait a year to submit again and will return to their former status and pay scale. Renewal month is defined as the month the application was approved by the manager for submission to Coordinating Council.
2. Obtain application form from PVH Procedures/Policies.
3. Seek out experienced SN III and IVs for advice and review of binder prior to submission.
4. Create a binder with dividers for each area and place copies of credentials, certifications, and signed, supporting evidence for all criteria selected.
5. Complete application form, place in front of binder with letter to the Coordinating Council and submit binder to manager who will document that hour requirement has been met.
6. Applicant is strongly encouraged to attend Coordinating Council to present their Staff Nurse binders. He/she will be notified two (2) weeks prior to when the Coordinating Council meets to review the application.

E. NOTIFICATION

1. Applicant will be notified of the Coordinating Council's decision in writing within four (4) weeks. If denied, applicant will be given specific reasons and suggestions for further actions.
2. An applicant who can immediately correct the above reasons/actions and provide appropriate documentation can resubmit once for review at the following month's Coordinating Council.

3. If an immediate corrective action cannot be taken, first-time applicants may reapply in three (3) months following the Coordinating Council's decision.
4. If approved, the Manager or Designee will submit a PAF with approval letter to Human Resources reflecting promotion and compensation increase.
5. Staff Nurse IV that is denied will drop to Staff Nurse III status, if criteria met, and salary with eligibility for renewal in one (1) year.
6. Staff Nurse III that is denied will drop to Staff Nurse II status and salary with eligibility for renewal in one (1) year.
7. It is the RN's responsibility to submit the application to the Manager for renewal or advancement. Late renewals greater than thirty (30) days will be denied unless unforeseeable circumstances arise and must have pre-approval from the manager. Late applicants will return to SN II. Extensions will not exceed thirty (30) days.

F. SALARY

1. **Staff Nurse III:** There will be a 5% pay differential above the applicant's current salary level which will be effective on the first day of the pay period following approval of their application.
2. **Staff Nurse IV:** There will be a 5% pay differential above the applicant's current SN III salary level which will be effective on the first day of the pay period following approval of their application.

G. RENEWAL

The RN will submit the application packet for renewal or advancement to the Manager/Director. The Manager has one (1) week to submit the application to the Coordinating Council Chair. The application shall be reviewed at the next Coordinating Council meeting and applicant will be notified within four (4) weeks. If the applying or renewing applicant has submitted the application in a timely manner, it will be processed in a timely manner. Submission delays after the application has been received shall not disadvantage the applying Nurse.

Staff Nurse III & IV Application & Renewal Form

Name: _____

Unit: _____ Date: _____

Qualifications	
<p>New Applicants:</p> <p>A. Registered Nurse with current California license. REQ</p> <p>B. Has worked at Petaluma Valley Hospital in his/her area of specialty as a SN II for a minimum of eighteen (18) months and 1560 hours and will continue to work 1040 hours per year in area of specialty.</p>	
<p>All Applicants:</p> <p>A. Currently working a minimum of 1040 hours per year. REQ</p> <p>B. Performance appraisal with rating of at or above 'target'. (include copy)</p>	
Leadership Criteria	# Point(s)
<p>Applicants must submit supporting documents for at least three (3) leadership criteria for SN III and five (5) for SN IV</p>	
<p>1. Certifications:</p> <p>a. Complete and maintain one or more non-required certifications as recognized by the American Board of Nursing Specialties or American Association of Critical-Care Nurses (AACN) applicable to current areas of nursing practice.</p> <p>b. List with Expiration Date: (attach copies)</p> <p>1.) _____ 2.) _____</p>	Maximum of 2
<p>2. Department/Hospital Committee or Taskforce active participation:</p> <p>a. Requires 75% attendance and documentation from Chairperson or designee. Must provide documentation explaining your role/contribution to committee.</p> <p>b. List committees or manager approved task force</p> <p>1.) _____</p> <p>2.) _____</p>	Maximum of 2
<p>3. Department Activities:</p> <p>a. Write or substantially revise four (4) department policies, procedures or competencies with assessment criteria.</p> <p>b. List and attach copies.</p> <p>1.) _____</p> <p>2.) _____</p> <p>3.) _____</p> <p>4.) _____</p>	Maximum of 2

<ul style="list-style-type: none"> c. Complete a Nurse Manager pre-approved unit-based activity or Nurse Manager pre-approved ongoing project. d. Write one clinical narrative and submit with packet. 	
<p>4. Teaching:</p> <ul style="list-style-type: none"> a. Organize and teach three inservices of thirty (30) minutes or more OR participate in teaching three (3) classes for the department. <ul style="list-style-type: none"> 1.) _____ 2.) _____ 3.) _____ b. Teach at one Skills Lab station (minimum six [6] hours) only one point credit per year. 	Maximum of 2
<p>5. Precepting:</p> <ul style="list-style-type: none"> a. Serves as main preceptor. Must have documented attendance at preceptor class within last three (3) years to precept. May not receive precept pay. [64-96 hours one (1) point; more than 96 hours (2 points)]. b. List employees and number of hours precepted (attach documentation, proof of class, provide dates). <ul style="list-style-type: none"> 1.) _____ 2.) _____ 	Maximum of 2
<p>6. Community Service:</p> <ul style="list-style-type: none"> a. Active participation in an ongoing or single community event with a recognized organization or Hospital affiliated event. Can also be a school or religious sponsored community action or charity event. Minimum of ten (10) hours per year. b. Must provide documentation explaining your role/contribution at the event or activity. Requires written verification. <p>List: _____</p>	Maximum of 1
<p>7. Clinical Expertise:</p> <ul style="list-style-type: none"> a. Manager pre-approval to be identified and recognized as an expert, mentor or resource in a particular specialty, disease process, or procedure. b. List area of expertise and provide documentation of study in that area or certification. <p>List: _____</p>	Maximum of 1
<p>8. Cross-Trained:</p> <ul style="list-style-type: none"> a. Maintains cross-trained skills in another department as a staff nurse and works a minimum of 48-96 hours annually (1 point) or more than 96 hours (2 points). b. Provide documentation. <p style="text-align: right;">List Department: _____</p>	Maximum of 2

9. Education: Advanced from ADN to BSN or MSN (one time only) or to advanced practice degree or certification in nursing, i.e. MSN, NP (one time only). List Degree: _____ Exp. if applicable: _____	Maximum of 1
10. Nursing Research Provide written description: _____ a. Project under consideration and/or Hospital IRB, one (1) Point b. Project implemented before Hospital IRB, two (2) points	Maximum of 2
11. Publication Title of journal with letter of intent to publish an article attached.	Maximum of 2

Applicants must submit this form and documentation each year that they apply. Also include a copy of your most current performance review and educational summary.

Signatures:

I agree that all the above information is true.

Staff Nurse: _____

Date: _____

I support advancement to SN III Or SN IV as of date: _____

Manager: _____

Director: _____

APPENDIX B

NURSES AT SANTA ROSA MEMORIAL HOSPITAL

All hours worked by Nurses at Santa Rosa Memorial Hospital at the request of the Hospital shall be on a voluntary basis and treated for all purposes as hours worked under this Agreement. Such hours worked will be covered by the existing Partnership grievance process.

APPENDIX C

ASSIGNMENT DESPITE OBJECTION (ADO) FORMS

In accordance with the ethical, legal and professional responsibility of the Registered Nurse to act as a patient advocate, ADOs, or similar written notifications, shall be submitted to Administration when, in the professional judgment of the Registered Nurse, a patient or patients are potentially at risk for any of the following reasons, including but not limited to, unsafe staffing, unsafe environment or inappropriate placement due to the level of care needed. When fulfilling this obligation and responsibility, no Registered Nurse may be obstructed in any way by Administrative Personnel.

APPENDIX D

EIGHT (8) AND TWELVE (12) HOUR SHIFTS

In keeping with our professional code of conduct, it is expected that eight (8) and twelve (12) hour RNs and the Lead RN will share input and will be flexible and fair when determining safe patient care assignments. When possible and applicable, the eight (8) hour Nurse may retain their assignment from the day before.

This Appendix shall not be subject to the grievance and arbitration procedure.

SIDE LETTER 1

LETTER OF AGREEMENT CONCERNING BULLETIN BOARDS

It is understood that upon ratification of this Agreement, Union postings will no longer have a contractual right to be posted on bulletin boards in the Hospital. Conversely, the Hospital will thereafter have no right to restrict the tone or content of the Union's communications with its members.

SIDE LETTER 2

ALTERNATIVE WORK SCHEDULES (AWS)

- A.** Within ninety (90) days of ratification of the Agreement, March 25, 2021, an alternative work schedule Working Group shall be formed, consisting of two (2) representatives chosen by the Hospital and two (2) representatives chosen by the Union. When deemed necessary by the Working Group, additional Union-appointed representatives shall be added to the Working Group (not to exceed an additional two [2] representatives at any one time) and will be drawn from units using an AWS.

The purview of this Working Group includes, but is not limited to:

1. Discussing the formation of alternative schedules specific to an individual unit.
2. Discussing the voting process to approve alternative schedule implementation on a specific Nursing unit.
3. Work schedule options regarding flexibility to switch between eight (8) and twelve (12) hour shifts.
4. Discuss potential problems/concerns in introducing twelve (12) hour shifts into an eight (8) hour shift unit in an attempt to avoid the disadvantaging of either shift.

The implementation of any recommendations related to alternative workweek schedules shall be in accordance with applicable law and regulations.

- B.** The AWS Working Group shall not establish any hours, wages or working conditions for Staff Nurses that are in conflict with the CBA. This side letter shall be separate from the parties' Collective Bargaining Agreement and shall not be subject to the grievance and arbitration procedure set forth in the parties' Collective Bargaining Agreement. However, nothing in this Side Letter prevents a grievance as permitted by the CBA including, but not limited to twelve (12) hour shifts and overtime.

SIDE LETTER 3

LABOR MANAGEMENT COMMITTEE

A. Upon ratification of this Agreement, a Labor Management Committee will be established.

B. Objective

The Hospital and the Partnership agree to establish this Committee in an effort to provide a regular venue to share information between the parties, to encourage civil discourse and to foster proactive, low level, cooperative, problem resolution. The purpose of the Committee is not to negotiate contract language. Grievance and Arbitration shall not apply to this Side Letter.

C. Composition

The Committee will be comprised of two (2) members of Union leadership appointed by the Union and two (2) members of Petaluma Valley Hospital management appointed by the Hospital. Human Resources may be present. Appointees for both parties will be empowered to speak for and make decisions on behalf of their individual entities.

D. Functions and Processes

1. The Committee will meet at least quarterly. Meetings may be postponed or cancelled with forty-eight (48) hours' notice. Meetings postponed or cancelled must be rescheduled.
2. Agenda items will be submitted to the full Committee seven (7) business days before any meeting.
3. All members of the Committee may take notes individually and there shall be no formal minutes for Committee meetings.
4. Resource individuals may attend Committee meetings by mutual agreement of the two (2) parties. Legal counsel shall not be permitted to attend.

SIDE LETTER 4

CROSS TRAINING

- A.** Cross training is an opportunity for Nurses to increase their expertise and flexibility. Cross training is also beneficial to the Hospital.
- B.** Within six (6) months after the ratification of this Agreement, the Partnership and the Hospital agree to create a Joint Task Force consisting of no more than three (3) PSNP members and three (3) members appointed by the Hospital for the purpose of discussing ways to increase cross-training opportunities at Petaluma Valley Hospital. The Task Force shall meet at least quarterly.
- C.** The Task Force topics will discuss, but not be limited to:
 - 1.** Expectations, limitations and shift commitments for a Nurse agreeing to be cross trained.
 - 2.** The Hospital's role in providing access and reimbursement for needed classes and orientation for Nurses who are interested in cross training.
 - 3.** The process for which a Nurse may rescind his/her desire to continue to be available for cross training and the steps needed to return in full capacity to their home unit, including floating requirements.
- D.** If, during the course of the Task Force meetings, both parties come to a complete agreement concerning Cross Training, that agreement may be reduced to writing and added to the current contract upon mutual agreement of the parties.

This Side Letter shall not be subject to the grievance and arbitration procedure.

SIDE LETTER 5

RETIREE MEDICAL – for Term of 2021-2025 Agreement

Upon ratification of the collective bargaining agreement, the Retiree Health Care Account (RHCA) program established by the Hospital for Registered Nurses shall be eliminated.

In lieu of this program, Nurses who would have been eligible on the date of ratification under the terms of the RHCA shall receive a lump sum payment upon retirement. For purposes of eligibility for, and amount of Retiree Medical benefits pursuant to this Side Letter, a Nurse's age and years of continuous service shall be frozen effective the date of ratification of this Agreement.

Specifically:

- If the RN retires during the term of this agreement, they shall receive a lump sum as set forth herein.
- The calculation of service and age of the Nurse shall be frozen as of the date of ratification.
- At the end of the agreement, these lump sum payments shall be eliminated.
- No employee shall continue to accrue Retiree Medical benefit eligibility during the life of the parties' Agreement.

In order to be eligible for any benefits described herein, the employee must have at least ten (10) full years of continuous service in a benefitted position.

- a. 'Years of continuous service' shall consist of full years of continuous service with the Hospital and other St. Joseph Health System hospitals, if applicable.
- b. The Retiree Health Care Account ('Account') for individual employees will be comprised of the following monies, based on the employee's age at retirement and years of continuous service:
 - 1) Employees who retire after age sixty (60) with at least twenty (20) years of continuous service will have an account established of \$11,000.
 - 2) Employees who retire after age sixty-one (61) with at least twenty (20) years of continuous service will have an account established of \$13,000.
 - 3) Employees who retire after age sixty-two (62) with at least twenty (20) years of continuous service will have an account established of \$15,000.
 - 4) Employees who retire after age sixty-three (63) with at least twenty (20) years of continuous service will have an account established of \$17,000.

- 5) Employees who retire after age sixty-four (64) with at least twenty (20) years of continuous service will have an account established of \$19,000.
- 6) Employees who retire after age sixty-five (65) with at least twenty (20) years of continuous service will have an account established of \$21,000.
- 7) Employees who retire after age sixty-five (65) with at least fifteen (15) years of continuous service will have an account established of \$15,000.
- 8) Employees who retire after age sixty-five (65) with at least ten (10) years of continuous service will have an account established of \$11,000.

Employees who intend to utilize this benefit must notify the Hospital within sixty (60) days following ratification of this Agreement and must provide the estimated date of retirement during the term of this Agreement.

Nothing in this Side Letter impairs the vested rights of Nurses who retired prior to the Ratification Date with respect to their existing Account balances or any other right under the plan documents.

This Side Letter shall be grievable.

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