

MEMORANDUM OF UNDERSTANDING
EL CAMINO HOSPITAL
AND
PROFESSIONAL RESOURCE FOR NURSES
2010 - 2012

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PART 1

TERMS OF AGREEMENT

MEMORANDUM OF UNDERSTANDING

EL CAMINO HOSPITAL

AND

PROFESSIONAL RESOURCE FOR NURSES

This Memorandum of Understanding (hereinafter referred to as MOU), made and entered into this October 13, 2010, by and between the Professional Resource for Nurses (hereinafter referred to as PRN) and the El Camino Hospital (hereinafter referred to as the Hospital).

WITNESSETH:

The parties hereto have agreed as follows:

ARTICLE 1

Recognition

Section 1

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

Section 2 - New RN Classifications

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

ARTICLE 2

Coverage

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

- A. Cardio-Pulmonary Educator
- B. Child Birth Educator III
- C. Clinical Nurse I (CN I)
- D. Clinical Nurse II (CN II)
- E. Clinical Nurse III (CN III)
- F. Clinical Nurse Specialist (CNS)
- G. Community Nurse Educator
- H. Diabetes Educator
- I. General Clinical Educator
- J. Geriatric Nurse Counselor
- K. Lactation Consultant
- L. Lactation Counselor
- M. Nurse Practitioner (NP)
- N. Nursing Educator
- O. Nursing Unit Coordinator (NUC)
- P. Parenteral Services Nurse
- Q. Program Coordinator
- R. Quality Assurance and Staff Development Coordinator
- S. Wound and Ostomy Nurse

The Hospital will notify PRN of any newly created classification requiring an RN license.

ARTICLE 3

Management Rights

Section 1

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

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE 4

Nondiscrimination

Section 1

There will be no unlawful discrimination by the Hospital or PRN against any RN on the basis of sex, race, creed, color, age, handicap, national origin, disability or sexual orientation.

Section 2

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

Section 3

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

ARTICLE 5

No Strike/No Lockout

Section 1 - No Strikes

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

Section 2 - No Lockouts

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

ARTICLE 6

Notification

Section 1 - Notification to RNs Entering the Bargaining Unit

- A. RNs entering the bargaining unit on or after July 1, 2008 will be notified by the Hospital that as a condition of employment the RN must within thirty-one (31) days become a member of PRN, or authorize payment of service fees to PRN, or pay to PRN equivalent amounts to be directed to an approved non-religious, non-labor charitable fund (see Article 7).
- B. RNs entering the bargaining unit will be notified by the Hospital that a MOU exists between PRN and the Hospital and will be given a copy of the MOU.

Section 2 - Notification to PRN

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

ARTICLE 7

PRN Security/Agency Shop

PRN Security/Membership Maintenance

Payroll Deductions

Section 1 - PRN Security/Agency Shop

- A. It will be a condition of employment that all RNs entering the bargaining unit on or after July 1, 2008 will within thirty-one (31) days:
1. Become and remain an active member of PRN and pay biweekly membership dues,
- or**
2. Pay a biweekly service fee to PRN.
- or**
3. If an RN who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a labor organization may, in lieu of service fees, pay sums to PRN equal to service fees for donation by PRN to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the IRC.
- B. Dues, service fees or equivalent sums will be paid by biweekly payroll deduction.
- C. RNs who fail to do the above will, upon notice of such action in writing from PRN to the Hospital and after counseling by the Hospital and PRN, be given fourteen (14) days notice of termination.
- D. PRN will indemnify, defend and hold the Hospital harmless from any cost or liability resulting from any and all claims, demands, suits or any other action arising from the operation of this provision or from the use of the monies remitted to PRN, including the costs of defending against any such actions or claims. PRN agrees to return any amounts paid to it in error.

Section 2 - PRN Security/Membership Maintenance

- A. RNs entering the bargaining unit prior to July 1, 2008 will have the choice of whether or not to become a member of PRN. However, every RN who becomes a member must continue active membership during the term of this MOU, except that such RNs may terminate membership during the month of January of the year in which the MOU expires by notifying Human Resources in writing no later than the 31st of January of that year. The Hospital will promptly forward a copy of the

letter of revocation to PRN. An RN who revokes membership will have the deduction removed on the first pay period following the Hospital's receipt of written notification of PRN membership revocation.

- B. Dues will be paid by biweekly payroll deduction.
- C. RNs who fail to do the above will, upon notice of such action in writing from PRN to the Hospital and after counseling by the Hospital and PRN, be given fourteen (14) days notice of termination.
- D. PRN will indemnify, defend and hold the Hospital harmless from any cost or liability resulting from any and all claims, demands, suits or any other action arising from the operation of this provision or from the use of the monies remitted to PRN, including the costs of defending against any such actions or claims. PRN agrees to return any amounts paid to it in error.

Section 3 - Payroll Deductions

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

ARTICLE 8

Severability

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

ARTICLE 9

Time Off for PRN Officers and Representatives

Section 1

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

Section 2

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

Section 3

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

Section 4

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

PART 2

COMPENSATION

ARTICLE 10

Certification Reimbursement

Section 1 - Initial Certification

An RN may apply for a one-time reimbursement of Four Hundred Dollars (\$400.00) upon the successful certification by the American Nurses' Association (ANA) or a recognized national nurse specialty certifying organization.

Section 2 - Recertification

A certified RN may apply for a reimbursement of Two Hundred Dollars (\$200.00) upon each successful renewal of her/his certification.

ARTICLE 11

Differentials

All differentials will be paid in addition to the RN's base hourly rate.

Section 1 - Shift Differentials

- A. A shift differential will be paid to an RN working the evening shift or the night shift. For an RN to be eligible for the evening shift differential, fifty percent (50%) or more of the RN's hours worked must fall between the hours of 3:00 p.m. and 11:30 p.m. For the RN to be eligible for the night shift differential, fifty percent (50%) or more of the RN's hours worked must fall between the hours of 11:00 p.m. and 7:30 a.m.
- B. Shift differentials of ten percent (10%) will be paid for the evening shift and twenty percent (20%) will be paid for the night shift.

- C. Hours Worked On Which Differentials Are Paid

See separate ECH Economic Last, Best and Final Offer.

- D. Double Shifts (for Alternate-Hour Shifts - See Article 22)

- 1. Days to Evenings Double Shift

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

- 2. Evenings to Nights Double Shift

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

- 3. Nights to Days Double Shift

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

Section 2 - Weekend Differential

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

Section 3 - Charge Nurse Differential

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

Section 4 - Per Diem Differentials

See separate ECH Economic Last, Best and Final Offer.

Section 5 - Relief Differential

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

Section 6 - Extra Work Differential

- A. A part-time RN who works hours in excess of her/his regular work status will receive a thirty-five percent (35%) differential for all hours worked over her/his work status.
- B. Extra work hours which qualify for extra work differential include hours worked at straight time (patient care, MA/LA, ME/LE, and MT/LT) and/or HC hours (voluntary or mandatory, whether or not covered with PTO) during any pay period.
- C. For the purpose of calculating the extra work differential, hours in excess of work status will not include overtime (time and one-half or double time), regular PTO, sick PTO, EL, On Call or Call In.

Section 7 - Early Day Shift Differential (Applies only to those RNs assigned to the day shift)

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

Section 8 - Preceptor Differential (Applies to CN IIs only)

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

ARTICLE 12

Holidays

Section 1 - Days Selected as Holidays

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents' Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	

Section 2 - Holiday Premiums

See separate ECH Economic Last, Best and Final Offer.

Section 3 - New Year's Day Holiday for Evening Shift

For the evening shift only, the New Year's Day holiday premium will be paid on December 31st.

Section 4 - Holiday for Night Shift

- A. For the night shift only, the holiday will begin at the start of the RN's shift on the evening before the actual holiday and terminate at the end of her/his time worked on the actual day of the holiday.
- B. For the Christmas Eve holiday only, the holiday will begin at the start of the RN's shift on December 24th and terminate at the end of her/his time worked on December 25th.
- C. For the Christmas Day holiday only, the holiday will begin at the start of the RN's shift on December 25th and terminate at the end of her/his time worked on December 26th.

ARTICLE 13

On Call

Call In

The following provisions govern On Call and/or Call In.

Section 1 - Definitions

- A. "On Call" status will be defined as the requirement to remain immediately available to report for work as requested by the management representative.
- B. "Immediately available" will be defined as the ability of the On Call RN to report for work, after notification by telephone, in a condition compatible with fulfilling the responsibilities of her/his position.
- C. "Call In" status is when an RN who is on On Call status is required to report for work upon request of the management representative.
- D. "Response time" will be defined as the maximum time allowed for the RN to report for Call In status. Response time will be determined by the management representative. Response time will be included in the cost center policies.
- E. Call In status hours are hours worked.

Section 2 - Compensation

- A. On Call
An RN who is on authorized On Call status will be compensated at one-half (½) times her/his base hourly rate.
- B. Call In
An RN who is on authorized Call In status will be compensated at two (2) times her/his base hourly rate for the time actually worked.* If the RN has left the facility and must return to work, she/he will be compensated for a minimum of two (2) hours at this rate.
- C. Differentials
 - 1. The per diem differentials (Article 11) apply to On Call and Call In status hours.
 - 2. Shift, weekend and/or charge nurse differentials (Article 11) will not apply to On Call and/or Call In status hours.

3. Holiday premiums (Article 12) will not apply to On Call and/or Call In status hours.
4. Call In hours apply towards overtime.

* Compensation for Call In paid at double time will not exceed two (2) times the RN's base hourly rate, except for the per diem differentials or as may be required by law.

ARTICLE 14

Overtime

Section 1 - Overtime

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

A. Eligibility

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

B. Compensation

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

3. Double Shifts

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

Section 2

- A. The maximum overtime an RN receives will be no greater than two (2) times the RN's base hourly rate, except differentials (Article 11) to which the RN is otherwise entitled will apply to overtime hours worked.

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

ARTICLE 15

Rest Between Shifts

Work Off Site

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

Section 1 - Definitions

Rest Between Shifts only applies to RN's in the CN I, CN II, CN III, NUC and Parenteral Services classifications.

- A. "Rest Between Shifts" status is when:
1. An RN returns to work in less than twelve (12) hours from the previous time worked, **(See separate ECH Economic Last, Best and Final Offer for Return in Less Than Eight (8) Hours).**

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

or
 - b. Attendance at meetings (including those meetings coded to ED, NT and/or AD).
- B. "Work Off Site" is when an RN performs assigned work, including telephoning staff or patients, at a site other than an assigned work location, but not for home study education time.

Section 2 - Compensation

- A. Rest Between Shifts
1. Return in Less than Twelve (12) Hours

When the RN returns to work in less than twelve (12) hours from the previous time worked, she/he will be compensated at a rate of one and one-half (1 ½) times the RN's base hourly rate for all time actually worked, if this occurs at the request of the management representative. A minimum of two (2) hours pay at one and one-half (1 ½) times the RN's base hourly rate will be guaranteed.

2. Return in Less than Eight (8) Hours

See separate ECH Economic Last, Best and Final Offer.

B. Work Off Site

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

C. Differentials

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

ARTICLE 16

Wages

Section 1 - Hours Worked

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

Section 2 - Wage Ranges by Classification and Step

See separate ECH Economic Last, Best and Final Offer.

Section 3

These wage and benefit increases are partially funded by MediCal wage pass through revenue in order to meet the Hospital's obligation of passing these funds on to the employees.

PART 3

BENEFITS

ARTICLE 17

Education Leave (EL)

Work Related Education (MA/LA, ME/LE or MT/LT)

Tuition Assistance

Section 1 - Education Leave

- A. The purpose of Education Leave (EL) is to compensate the RN for time spent on educational experiences while employed by the Hospital that are not required by the Hospital and/or the management representative.
- B. A full-time/part-time RN is eligible for EL.
- C. The full-time RN will receive forty-eight (48) hours of paid EL per calendar year.
 - 1. The part-time RN will receive the same EL benefits prorated in accordance with her/his work status, as described in Article 38, Section 2.
 - 2. Accrual schedule is as follows (based on an 8-hour day):

<u>Work Status</u>	<u>FT</u>	<u>0.9</u>	<u>0.8</u>	<u>0.7</u>	<u>0.6</u>	<u>0.5</u>	<u>0.4</u>
EL Days/Year	6.0	5.4	4.8	4.2	3.6	3.0	2.4
EL Hours/Year	48.000	43.200	38.400	33.600	28.800	24.000	19.200
EL Hrs/Pay Period	1.846	1.662	1.477	1.292	1.108	0.923	0.738

- D. The newly employed RN will receive a prorated share of the hours, in accordance with her/his work status (Article 38), for the balance of her/his first year of employment.
- E. The monetary value of up to eight (8) hours per calendar year of the full-time/part-time RN's accrued education leave (at the RN's base hourly rate) may be used for reimbursement of specified professional nursing organizational dues, subscription costs, conference registration fees, and/or continuing education contact hours fees.
- F. Lists of qualifying organizations and journals may be obtained from the Education Department.
- G. A request for EL will be approved when one (1) of the following requirements is fulfilled:
 - 1. The class is BRN approved;

or

2. There is mutual agreement between the management representative and the RN that the educational experience will enhance the knowledge and skill of the RN.
- H. Unused EL will be carried over to the following year. The maximum accrual will not exceed eighty (80) hours. If the eighty (80) hour total is reached, no more EL will be accrued until EL has been taken.
- I. Time spent in EL activities is not considered hours worked.
- J. EL may be used for travel time, if travel occurs on the same day as the course attended and the total EL for the day does not exceed the RN's regularly scheduled shift hours.
- K. For EL to be compensated, the course must be taken for which the EL was approved.
- L. EL may be used, at the request of the RN, for attendance at professional organization congresses/conventions.
- M. EL may be used, at the request of the RN, to cover HC if an EL eligible course (Section 1,G) is taken during the HC.
- N. EL may be used, at the request of the RN, during a medical, industrial and/or pregnancy disability LOA.

Section 2 - Requests for Education Leave Time Off

- A. A request for EL time off will be submitted no less than one (1) month in advance. If scheduling permits, the one (1) month notice will be waived. EL time off will be approved if the request is compatible with staffing and scheduling requirements.
- B. Notification of approval or denial of the EL time off will be given to the RN within one (1) week of the receipt of the request by the management representative.
- C. If approved EL time off cannot be given due to scheduling difficulties, EL may be used on an RN's scheduled day(s) off (including HC), at the request of the RN. Such EL must be coded on the time card for the pay period during which the EL was used.

Section 3 - Work Related Education (MA/LA, ME/LE or MT/LT)

- A. Required attendance at education programs required by the Hospital will be paid as hours worked (MA/LA, ME/LE or MT/LT).

- B. Required attendance at a Hospital in-service/new training program, providing instruction in work related equipment and/or procedures, will be covered in the cost center's training work stations (MA/LA, ME/LE or MT/LT).

Section 4 - Continuing Education (CE) Contact Hours

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

Section 5 - Tuition Assistance

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

ARTICLE 18

Flexible Benefits Plan*

Section 1 - Flexible Benefits Plan

- A. The program will include the following options: 1) medical care insurance, 2) dental care insurance, 3) life insurance, 4) accidental death and dismemberment insurance, 5) disability insurance, 6) vision care coverage, and 7) voluntary health-disability coverage.

- B. Annually, the eligible RN will receive flex credits. During the annual enrollment, the RN will be able to select from a number of choices in each benefit area included in the Flexible Benefits Plan. Each benefit will have a benefits price tag. The following will apply:
 - 1. If the total price tag is greater than the flex credit, the RN will make up the difference.
 - 2. If the total price tag is less than the flex credit, the excess will be added to the RN's taxable pay.
 - 3. If the total price tag is the same as the flex credit, there will be no effect on pay.

- C. RNs in work statuses of 0.5 and above will receive full flex credits for medical care, dental care and vision care (see Sections 2,B & C; 3,B &C; and 7,B below). RNs in 0.4 work status will receive prorated flex credits based on their 0.4 work status.

Section 2 - Medical Care Insurance

- A. Medical Care Insurance Options+
 - 1. Option A HMO
 - 2. Option B EPO
 - 4. Option C PPO
 - 5. Option D No coverage

- B. Premium Paid by the RN
See separate ECH Economic Last, Best and Final Offer.

- C. Option D Flex Credit
See separate ECH Economic Last, Best and Final Offer.

Section 3 - Dental Care Insurance

A. Dental Care Insurance Options

1. Option A Dental Maintenance Organization (DMO).
2. Option B Preferred Dental Provider (PDP) with One Thousand Dollars (\$1000.00) yearly maximum.
3. Option C Preferred Dental Provider (PDP) with One Thousand Five Hundred Dollars (\$1,500.00) yearly maximum.
4. Option D No Coverage

B. Premium Paid by the RN

See separate ECH Economic Last, Best and Final Offer.

C. Option D Flex Credit

See separate ECH Economic Last, Best and Final Offer.

Section 4 - Life Insurance

- A. Life insurance coverage of Ten Thousand Dollars (\$10,000.00) is required.
- B. Additional life insurance is optional. The RN may elect additional life insurance from Ten Thousand Dollars (\$10,000.00) to Five Hundred Thousand Dollars (\$500,000.00), in increments.
- C. The RN may elect spouse life insurance.
- D. The RN may elect dependent/child life insurance.

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

- A. AD&D coverage will be optional.
- B. The RN may elect AD&D coverage on self and/or family.
- C. The RN may elect AD&D coverage from Twenty Thousand Dollars (\$20,000.00) to Two Hundred Fifty Thousand Dollars (\$250,000.00) on self and/or family, in increments.

Section 6 - Disability Insurance

- A. Long-term disability insurance coverage (with ninety [90] day waiting period) will be required of all RNs.

- B. The RN may elect the optional long-term disability insurance buy-up option (with thirty [30] day waiting period).
- C. The RN will receive a benefit allowance equal to one hundred percent (100%) of the long-term disability (with ninety [90] day waiting period) premium for the RN.

Section 7 - Vision Care Coverage+

The Hospital will provide vision care coverage to all RNs and dependents separate from coverage provided under the health care plans.

- A. Vision Care Coverage Options
 - 1. Option A Standard Plan
 - 2. Option B Enhanced Plan.
- B. Premium Paid by the RN

See separate ECH Economic Last, Best and Final Offer.

Section 8 - Supplemental Voluntary Health-Disability Coverage

Supplemental health-disability coverage will be optional and fully paid by the RN.

Section 9 - Registered Domestic Partner Coverage

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

* This is a summary of the flexible benefits plan. For detailed information, refer to the approved Flexible Benefits Plan option booklets, or contact the Benefits Analyst in the Human Resources Department.

+ During the term of this agreement, PRN and ECH agree to meet and confer in good faith regarding the identity of the health care and vision care providers.

ARTICLE 19

Flexible Spending Accounts*

A portion of the RN's wages may be redirected to a Flexible Spending Account. The money will be used to pay for eligible health care expenses and/or dependent care expenses.

Section 1 - Health Care Spending Account

- A. Under the flexible spending accounts plan, RNs will have the opportunity to contribute pretax dollars to a health care reimbursement account, up to Three Thousand Dollars (\$3,000.00) per calendar year. The account may be used to reimburse the RN for uninsured health care expenses. When received, the reimbursements are not included in the RN's income. Participation is voluntary.
- B. Deposits to the account may be used to reimburse health care expenses provided:
 - 1. They are incurred during the plan year,
 - 2. They are incurred by the RN and/or the RN's dependents,
 - 3. They are not paid by any health insurance plans,
 - 4. They are "deductible" expenses under IRC Section 213(e).
- C. The amount available for reimbursement at any given date during the year is equal to the annual election less previous claims paid. There will be an annual maximum account balance in accordance with current Hospital policy. To obtain reimbursement for qualifying health care expenses, the RN will submit the relevant bills and a properly completed claim form.
- D. If the RN does not use the full balance of her/his account during the year, the remainder will be forfeited. RNs may submit claims for a given plan year anytime during the plan year or up to ninety (90) days after the end of such year. Terminated RNs may also submit claims for services incurred prior to their date of termination up to ninety (90) days after the end of the plan year. Forfeitures will be used to defray the cost of the plan.

Section 2 - Dependent Care Spending Account

- A. Under the flexible spending accounts plan, RNs will have the opportunity to contribute pretax dollars to a dependent care reimbursement account. The account may be used to reimburse the RN for certain dependent care expenses. When received, the reimbursements are not included in the RN's income. Participation is voluntary.

- B. Deposits to the account may be used to reimburse dependent care expenses provided:
1. They are incurred during the plan year,
 2. They are incurred by the RN,
 3. They are "deductible" dependent care expenses under IRC Section 129.
- C. The amount available for reimbursement at any given date during the year is equal to the amount in the account at the time of the reimbursement request. To obtain reimbursement for qualifying dependent care expenses, the RN will submit the relevant bills and a properly completed claim form.
- D. If the RN does not use the full balance of her/his account during the year, the remainder will be forfeited. RNs may submit claims for a given plan year anytime during the plan year or up to ninety (90) days after the end of such year. Terminated RNs may also submit claims for services incurred prior to their date of termination up to ninety (90) days after the end of the plan year. Forfeitures will be used to defray the cost of the plan.

* This is a summary of the flexible spending accounts plan. For detailed information, refer to the approved Flexible Spending Accounts booklets, or contact the Benefits Analyst in the Human Resources Department.

ARTICLE 20

Paid Time Off (PTO)

Extended Sick Leave (ESL)

Section 1 - Accrual of Paid Time Off (PTO)

A. Accrual of PTO

See separate ECH Economic Last, Best and Final Offer.

B. PTO Accrual Schedule

See separate ECH Economic Last, Best and Final Offer.

C. Maximum PTO Accrual

See separate ECH Economic Last, Best and Final Offer.

Section 2 - Use of PTO

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

B. PTO will be used for vacation, holidays, illness, family emergencies, bereavement leave, religious observances, preventive health or dental care, personal business and other approved elective absences or leaves of absence.

C. PTO, as with all other time off, must be requested in writing in advance of the time off desired, and approved in writing by the management representative, except for emergency or illness. Approval will be based upon the Hospital's determination of its staffing needs.

D. An RN may choose to use PTO when she/he is on Jury Call and not required to report to work, or in lieu of an unpaid HC.

E. At no time will the RN be required to use PTO hours to reduce her/his level of accrued PTO.

Section 3 - Redemption of PTO

A. Shift Differential and PTO

See separate ECH Economic Last, Best and Final Offer.

B. Cash Out for PTO

See separate ECH Economic Last, Best and Final Offer.

C. PTO Pay Out on Termination

1. Within seventy-two (72) hours of the last day worked, one hundred percent (100%) of the RN's PTO balance will be paid off.
2. Shift Differential on PTO Pay Out

See separate ECH Economic Last, Best and Final Offer.

Section 4 - Extended Sick Leave (ESL)

- A. ESL is provided to complement PTO and supplement SDI, Paid Family Leave or Worker's Compensation in the event of an extended illness. ESL is not intended as a substitute for PTO.
- B. An RN classified as full-time/part-time accrues ESL on the basis of work status (Article 38). A full-time RN with benefits accrues five (5) ESL days per year. A part-time RN with benefits accrues a prorated amount of ESL in accordance with her/his work status (Article 38). There is no limit to the number of ESL days that may be accrued.
- C. Accrual schedule is as follows (based on an 8-hour day):

<u>Work Status</u>	<u>FT</u>	<u>0.9</u>	<u>0.8</u>	<u>0.7</u>	<u>0.6</u>	<u>0.5</u>	<u>0.4</u>
ESL Days/Year	5.0	4.5	4.0	3.5	3.0	2.5	2.0
ESL Hours/Year	40	36	32	28	24	20	16
ESL Hrs/Pay Period	1.538	1.385	1.231	1.077	0.923	0.769	0.615

Section 5 - Use of ESL

ESL may be used if the following requirements are met:

- A. The RN has completed her/his initial provisional period (Article 32).
- B. After the RN has been sick for four (4) calendar days.
- C. For immediate use:
 1. During time lost from work as a result of a documented work related injury.
 2. If the RN is hospitalized.
 3. If the RN is admitted to an Ambulatory Surgery Center.

4. During the first four (4) calendar days if the RN receives SDI benefits. After the eighth calendar day of disability, ESL will be substituted for PTO and the RN's PTO level will be retroactively adjusted.
- D. For use during the waiting period for Workers' Compensation, when the RN is not allowed to work because of on-the-job exposure to a communicable disease; and to supplement any Workers' Compensation benefits.
- E. Under certain conditions, up to one hundred percent (100%) of the annual ESL accrual may be used for the care of an ill child, parent, spouse, registered domestic partner or child of a registered domestic partner.
- F. PTO must be used when ESL is depleted (Section 2 above) except the RN is not required to use ESL during a pregnancy disability LOA.

Section 6 - Redemption of ESL

- A. ESL days may not be converted to cash or PTO.
- B. Compensation Rate
 1. ESL is paid at the RN's base hourly rate.
 2. Shift Differential Paid on ESL

See separate ECH Economic Last, Best and Final Offer.

- C. ESL accruals are eliminated when the RN terminates, except for sick time accruals converted to ESL at the inception of the PTO Plan (January 1978). If the RN converted sick time accruals to ESL at that time, she/he is entitled to a thirty percent (30%) redemption of those hours at her/his current base hourly rate upon termination. Any ESL taken since January 1978 must be deducted from this old accrual before any redemption may be paid.

ARTICLE 21

Retirement Benefits*

Section 1 - Conditions of Eligibility for Retirement Benefits

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

Section 2 - Defined Benefit Formula

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

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

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

- D. Early retirement benefits - prorated.

Section 3 - Cash Balance Retirement Plan

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

- A. The Hospital will contribute an amount equal to five percent (5%) of the eligible RN's annual pay with interest credit based on ten (10) year U.S. Treasury securities.
- B. Vesting will be one hundred percent (100%) at three (3) years.

Section 4 - Retiree Insurance Program

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

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

and

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

B. Eligibility for Medical and/or Dental Insurance at “COBRA” Rates

1. The RN, who was hired by the Hospital who was not enrolled in a medical and/or dental plan for twenty (20) years and the RN who was hired on or after July 1, 1994 will be eligible for medical and/or dental insurance under the Retiree Insurance Program at “COBRA” rates (group rates plus two percent [2%]) when the following requirements are met:
 - a. Between the ages of fifty-eight (58) and sixty-five (65);
 - b. Twenty (20) years of credited service, as defined in Section 1,C.1 above;

and

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

C. Retiree Medical and/or Dental Insurance Premiums

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

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

4. Examples of Annual Contributions

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

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

D. Eligibility for Life Insurance

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

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

E. Medical Care Insurance Integration with Medicare

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

F. Death or Divorce

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

3. Upon the divorce or death of the RN's spouse, medical and/or dental insurance coverage will terminate for the RN's spouse. In the event of the RN's remarriage, the new spouse will be ineligible for insurance coverage.

G. Reinstatement

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

H. Miscellaneous

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

Section 5 - Tax-Deferred Annuity Plans [IRC403(b)] (TDAs)**

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

B. Matching Funds by the Hospital

1. **See separate ECH Economic Last, Best and Final Offer.**
2. **See separate ECH Economic Last, Best and Final Offer.**
3. **See separate ECH Economic Last, Best and Final Offer.**
4. To be eligible for the matching funds, the RN must complete one (1) year of employment, be credited with at least one thousand (1000) hours in the plan year and be employed on the last day of the plan year (December 31st).

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

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

PART 4

WORKING CONDITIONS

ARTICLE 22

Alternative-Hour Shift Schedule

Section 1

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

Section 2

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

- A. All benefits will continue to accrue on the basis of a two (2) week pay period, namely eight (8) hours a day, eighty (80) hours in a two (2) week period.
- B. A part-time RN will accrue benefits on a pro rata basis according to the schedule in Article 38, Section 2.
- C. Benefits will be paid on the following basis:
 - 1. Accrued PTO will be paid on the basis of scheduled hours for the affected shift.
 - 2. Accrued ESL will be paid on the basis of scheduled hours for the affected shift, in conjunction with SDI, Workers' Compensation and Paid Family Leave.
 - 3. EL will be paid on the basis of scheduled hours for the affected shift.
- D. Differentials will be paid on an hourly basis in accordance with Article 11 except double shifts as is provided in this article (see Section J).
- E. Jury Duty (Article 28) will be paid on the basis of scheduled hours for the affected shift.
- F. Legal Appearance Time (Article 28) required by the Hospital will be paid on the basis of scheduled hours for the affected shift.
- G. RNs are entitled to two (2) meal breaks of one-half ($\frac{1}{2}$) hour each. If the RN chooses to take the second meal break, her/his shift will be extended an additional one-half ($\frac{1}{2}$) hour. The RN must declare the intention to always take the two (2) meal breaks or to take only one (1) meal break. For additional information refer to **El Camino Hospital Human Resources Policy and Procedure #3.9.**

H. Overtime

1. The RN will be paid one and one-half (1 ½) times her/his base hourly rate for work in excess of her/his scheduled shift, but less than twelve (12) hours per day.
2. The RN will be paid two (2) times her/his base hourly rate for any work in excess of twelve (12) hours per day.
3. Work in excess of forty (40) hours in a week will be compensated at a rate of one and one-half (1 ½) times the RN's base hourly rate.

I. For an RN working a 12-hour shift schedule, the RN may be scheduled for four (4) 12-hour shifts in one (1) week by mutual agreement of the RN and the management representative. The hours worked in excess of forty (40) for said week will be compensated at a rate of one and one-half (1 ½) times the RN's base hourly rate.

J. Working an Equivalent Double Shift

1. Overtime

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

2. Shift Differentials

a. Days to Evenings Equivalent Double Shift

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

b. Evenings to Nights Equivalent Double Shift

1. An RN scheduled to work the evening shift will receive evening shift differential for the first alternate-hour shift (e.g.: 10-hours; 12-hours). The RN will receive night shift differential for the remaining hours worked on the double shift (e.g.: 5 ½-hours; 3 ½-hours).
2. An RN scheduled to work the night shift will receive evening shift differential for the hours prior to her/his alternate-hour shift (e.g.: 5 ½-hours; 3 ½-hours). The RN will receive night shift differential for the remaining alternate-hour double shift (e.g.: 10-hours; 12-hours).

c. Nights to Days Equivalent Double Shift

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

K. Rest Between Shifts

1. Rest Between Shifts hours worked will be compensated in accordance with Article 15.
2. If the RN extends a 12-hour shift, she/he is eligible for premium pay only if she/he returns to work in less than ten and one-half (10 ½) hours from the previous time worked, as a result of working an additional shift or part of a shift which is not part of her/his normal schedule, at the request of the management representative.
3. Rest Between Shifts rates will not apply in the event of either internal or external disaster.

L. If the RN is pre-scheduled to work an 8-hour shift or a series of 8-hour shifts for staffing coverage, overtime will occur at the completion of the 8-hour shift(s) (Article 14).

M. If an RN is pre-scheduled to work an alternative-hour shift other than her/his usual alternative-hour shift, overtime will occur at the completion of the scheduled shift.

N. The length of an HC will be declared at the time the HC is granted. Once an HC is accepted by the RN, she/he will not be required to be available to work for the duration of the HC. The RN will be expected to report for work for that portion of her/his scheduled shift that extends into the next traditional eight (8) hour shift, unless notified by the Hospital that there is insufficient work and additional HC time is being granted.

- O. Those Articles and Sections of this MOU pertaining to the above conditions are superseded by the above conditions whenever the RN agrees to work an alternative-hour shift schedule.
- P. PRN and the Hospital understand the working conditions stated in this article are legal. If it is determined otherwise, the parties will meet and confer in good faith regarding changes to alternative-hour shift schedule working conditions.

ARTICLE 23

Benefits

Section 1 - Benefits Eligibility

- A. All full-time and most part-time RNs are eligible for benefits. An eligible RN may receive benefits based on her/his work status (Article 38).
- B. Eligibility for Full Benefits
 - 1. Full-time RNs.
 - 2. 0.8 or greater part-time RNs who are assigned to a permanent night shift position are eligible for full-time benefits for EL, ESL, LTD, Tuition Assistance and the health care waive credit.
- C. Less than 0.4 part-time RNs are eligible for Tuition Assistance, Retirement and TDAs. Per diem RNs and relief RNs are eligible for Retirement (provided they meet the annual eligibility requirements) and TDAs. All RNs may be eligible for SDI, Paid Family Leave and Workers' Compensation benefits regardless of work status.

Section 2 -Proration of Benefits for Part-time RNs

- A. A part-time RN (in accordance with Article 38, Section 2) is entitled to a proration of benefits (see Section 1, above) (**See separate ECH Economic Last, Best and Final Offer for PTO accrual**). The part-time RN will receive a benefits allowance or benefit equal to the proration that the part-time RN's work status bears to the benefits allowance or benefit payable to a full-time RN (**See separate ECH Economic Last, Best and Final Offer for PTO accrual**).
- B. Where applicable, the RN will be personally required to pay the balance of the proration if she/he desires to receive the benefits. The Hospital is not obligated to maintain any coverage or benefit for any part-time RN where said part-time RN waives coverage or does not pay the remaining balance of any premium.

Section 3 - Adjustment of Benefits for Part-time RNs

See separate ECH Economic Last, Best and Final Offer.

Section 4 - Change in Benefits

- A. An eligible RN may request a change in her/his benefits during the open enrollment period.
 - 1. All requests for benefits changes must be submitted in writing to the Human Resources Department during the open enrollment period.

2. Approved changes will be effective in January of the following calendar year.
- B. In case of a qualifying event*, approved benefits changes may be effective at any time during the current calendar year.
1. The RN must notify the Human Resources Department in writing of her/his qualifying event within thirty (30) days, and provide documented proof of the change.
 2. Such change will go into effect the first day of the month following receipt of written notification to the Human Resources Department.

Section 5 - Notification of Changes to Plan Documents and/or Premiums

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

* A "qualifying event" may include:

1. Marriage
2. Loss of coverage under another health care plan
3. Birth or legal adoption of a child
4. Change in legal custody of a child
5. Divorce
6. Over-age dependent

Contact Human Resources for more complete information.

ARTICLE 24

Classification and Step Placement

Change of Classification

Working in an Additional Classification

Reinstatement

Rehire

An Interim Permittee is a graduate nurse awaiting licensure. Upon licensure, the RN will be placed in the applicable classification for which she/he was hired and placed in the step applicable to her/his educational preparation as stated below.

Section 1 - Initial Classification and Step Placement

A. Clinical Nurses with less than Six (6) Months Work Experience as an RN

1. Associate Degree in Nursing or Diploma in Nursing

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

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

The RN will be classified as a CN II and placed in wage range 2, step 2.

B. All Other RNs

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

2. The initial step placement criteria for newly graduated candidates are:

a. Associate Degree in Nursing or Diploma in Nursing

The RN will be placed in Step 2 of the applicable classification.

b. Bachelor of Science Degree in Nursing

The RN will be placed in Step 3 of the applicable classification.

c. Master of Science Degree in Nursing

The RN will be placed in Step 4 of the applicable classification.

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

- A. Step increases will be granted providing performance meets standards. In the event the RN's performance does not meet standards, the step increase may be delayed for three (3) months, during which time the RN will be counseled and coached so that performance meets the required standards.
- B. Step increases will occur at the following intervals:
 - Step 3: 6 months after placement in Step 2, plus any LOAs as described in Article 29, Section 3,B.
 - Steps 4-7: Annually from last step adjustment, plus any LOAs as described in Article 29, Section 3.B.
 - Step 8: 15 years of service at the Hospital.
 - Step 9: 20 years of service at the Hospital.
- C. Wage increases will occur on the first day of the pay period following the pay period in which the RN's step adjustment is due.

Section 3 - Step Increase Based on Educational Achievement

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

Section 4 - Change of Classification

A. Non-Clinical Nurse Classifications to Clinical Nurse Classifications

1. Change to Clinical Nurse III Classification

- a. If an RN in a non-Clinical Nurse wage range 3, 4 or 5 position changes to a Clinical Nurse position, she/he will be placed in the CN III classification if:

1. The RN meets the CN III eligibility criteria (Article 25),
2. The RN completed her/his initial provisional period,
and
3. The RN's most recent annual performance evaluation meets standards and there is currently no pending written notice of disciplinary action.

- b. Compensation for the new classification will be at the RN's current step within wage range 3.
- c. If the RN does not meet the conditions above, she/he will be placed in the CN II classification and compensated at the RN's current step within wage range 2.

2. Change to Clinical Nurse II Classification

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

3. Involuntary Change in Classification

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

B. Clinical Nurse Classifications to Non-Clinical Nurse Classifications

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

C. Changes within the Clinical Nurse Classifications

1. An RN who changes from CN II to CN III will be compensated at her/his current step within wage range 3.
2. An RN who changes from CN III to CN II will be compensated at her/his current step within wage range 2.

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

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

E. RN Reentering the Bargaining Unit

1. An RN who leaves the bargaining unit to take another position in the Hospital and reenters the bargaining unit will be placed at the appropriate step based on work experience and education, but not lower than the step achieved prior to leaving the bargaining unit and not higher than the step she/he would be eligible for based on her/his years of service.
2. Thereafter, the RN will advance through the steps as provided in this MOU, except as follows:
 - a. The RN will advance to Step 8 when her/his cumulative/total years of service at the Hospital equals fifteen (15) years (calculated by the RN's service date). The advancement will be effective the first day of the pay period following the performance evaluation date after accumulating the fifteen (15) years of service.
 - b. The RN will advance to Step 9 when her/his cumulative/total years of service at the Hospital equals twenty (20) years (calculated by the RN's service date). The advancement will be effective the first day of the pay period following the performance evaluation date after accumulating the twenty (20) years of service.
3. If a CN III leaves the bargaining unit to take another position in the Hospital and reenters the bargaining unit the RN must meet the current CN III criteria to return to the classification.

Section 5 - Working in an Additional Classification

When an RN works in an additional bargaining unit classification, she/he will be compensated at her/his current step within the wage range applicable for the additional classification.

Section 6 - Reinstatement

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

Section 7 - Rehire

A. Initial Step Placement

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

B. Step Advancement after One (1) Year

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

C. Advancement to Steps 8 and 9.

1. The RN will advance to Step 8 when her/his cumulative/total years of service at the Hospital equals fifteen (15) years (calculated by the RN's service date). The advancement will be effective the first day of the pay period following the performance evaluation date after accumulating the fifteen (15) years of service.
2. The RN will advance to Step 9 when her/his cumulative/total years of service at the Hospital equals twenty (20) years (calculated by the RN's service date). The advancement will be effective the first day of the pay period following the performance evaluation date after accumulating the twenty (20) years of service.

D. Seniority Date

The RNs seniority date will change to her/his rehire date.

ARTICLE 25

Clinical Ladder

Section 1 - Definition of the Clinical Ladder

The clinical ladder includes CN I, CN II and CN III classifications.

Section 2 - CN III Eligibility Criteria

- A. Current license as an RN in the State of California.
- B. Three (3) years recent RN clinical experience in an acute care hospital setting with a minimum of one (1) year of the three (3) constituting current RN employment at El Camino Hospital working in the CN III's area of clinical practice.
- C. Documentation of thirty (30) hours per year of educational experience in nursing.
- D. Full-time/part-time and per diem work status.
- E. "Meets Standards" for each competency in each category for the CN II performance evaluation.
- F. Obtains and maintains National Specialty Certification for her/his current specialty.
- G. Submission to the RN's clinical manager of the CN III application that documents the RN has completed the above listed criteria.

Section 3 - Performance Evaluation

Once appointed to the classification, the CN III's performance will be evaluated based on the following Job Knowledge:

- A. CN II job knowledge, including general and unit based competencies,
- B. Patient care/clinical practice,
- C. Interpersonal communication,
- D. Leadership,
- E. Research,
- F. Teaches and/or presents various materials effectively and efficiently as assigned,
- G. Consultation and collaboration,

- H. Supports department performance improvement activities,
- I. Precepting, unit projects, committee/task force participation, resource role and/or optional skills specific to the unit as assigned.

Section 4 - Implementation of New Clinical Ladder Program - Effective March 23, 2008

For CN IIIs who were grandfathered into the program in 2008, the following conditions apply:

- A. If the CN III has her/his national specialty certification, she/he must maintain it.
- B. If the CN III does not have her/his national specialty certification, she/he is not required to obtain it but must meet the other eligibility requirements. The RN is encouraged to obtain the certification.

Section 5 - Change of Specialty

A CN III who changes her/his area of specialty will be reclassified as a CN II until such time as the RN obtains national specialty certification in the new specialty.

Section 6 - Loss of CN III Classification

The CN III will revert to the CN II classification if:

- A. The CN III requests to revert to CN II,
- B. Changes specialty,
- C. The RN no longer meets the eligibility criteria for CN III (e.g.: Does not maintain national specialty certification, does not meet the education requirement),
- D. Result of a disciplinary action.

Section 7 - Compensation Adjustment

The RNs wage range adjustment will be effective on the first day of the pay period following the submission of the complete application documentation to the clinical manager (see Section 2 above).

ARTICLE 26

Discipline

Discharge

Section 1 - Discipline

- A. All RNs are employed for an initial provisional period (Article 32).
- B. Upon completion of the RN's initial provisional period, all disciplinary action must be for just cause only, in compliance with the Hospital's Discipline and Discharge Policy and Procedure (which may be reviewed in the Human Resources Department).
- C. All disciplinary action will be stated in writing.

Section 2 - Discharge

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

Section 3 - Due Process

Written notice of disciplinary action (including discharge) will be served on the RN in person or sent by certified mail prior to the action going into effect, and will include:

- A. Notice of the proposed action and its effective date.
- B. Reasons for the proposed action.
- C. A copy of the charges and the material upon which the action is based.
- D. Notice of the RN's right to respond, either orally or in writing, to the authority initially imposing the discipline.
- E. Notice of the RN's right to PRN representation during any meeting in which the RN reasonably believes may result in personal disciplinary action.

The RN subject to discipline, with the PRN representative, will be given the opportunity to meet with the Vice President Human Resources, to respond to the charges prior to discharge.

Section 4 - Right to Representation

If the RN has reason to believe that a meeting may result in personal disciplinary action, she/he may request the presence of a PRN representative. If this occurs, the meeting will be reasonably delayed or rescheduled by agreement of the parties.

ARTICLE 27

Informal Conflict Resolution

Grievance

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

Section 1 - Informal Conflict Resolution

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

Section 2 - Grievance

- A. Definitions
 - 1. "Grievant" is hereby defined as the RN involved in a grievable occurrence and/or PRN.
 - 2. "Grievance" is hereby defined as a written claim concerning:
 - a. Disagreement involving interpretation, application and/or compliance with specific provisions of this MOU,
 - or**
 - b. Disagreement involving whether discharge was for just cause, except for occasional RNs (see Article 38).
- B. Terms of Grievance
 - 1. Only the RN who has successfully completed the initial provisional period of employment is eligible to use this grievance procedure.

2. Position classification and performance appraisal will not be matters of grievance.

C. Timeliness

The grievance will be submitted no later than fifteen (15) days after the occurrence of an alleged grievance, or from when the Grievant became aware of the occurrence of an alleged grievance.

D. Right to Representation

1. The RN will have the right to a PRN representative.
2. The RN may be assisted or represented by the PRN representative at any step of the grievance procedure.
3. Attendance of the RN at any meeting/hearing may be required.

E. Time Off for Hearings

The Grievant will be granted time off for participation in grievance hearings. Time off may be charged to the RN's PTO, at her/his discretion. There will be no loss of benefits or seniority as a result of said time off.

F. Adherence to Time Limits

1. Processing of Grievances

The Hospital and PRN agree that grievances should be raised, and settlement attempted, promptly.

Failure of the Grievant to proceed within any time limit set forth in this article will constitute a waiver of the claim.

Failure of the Hospital to act within any time limit set forth herein will entitle the Grievant to proceed to the next step.

However, any of the time limits set forth in this article may be extended by mutual written agreement.

2. Determination of Number of Days

In determining the number of days in this article, Saturdays, Sundays and holidays will be excluded. All other days will be included in determining the number of days regardless of the work schedule of the Grievant.

Section 3 - Grievance Procedure

A. Step 1 - Filing of Grievance

1. A grievance will be filed in writing by the Grievant with the Vice President Human Resources within the time frames set forth in Section 2,C. The Grievant will use an official grievance form obtained from the Human Resources Department which contains the information listed below. The grievance form will be dated in the Human Resources Department upon receipt and the Grievant or her/his PRN representative will receive a dated copy of the grievance form at that time.
2. Contents of Grievance
 - a. Name of Grievant.
 - b. Specific nature of the grievance including the article(s) of the MOU alleged to be involved.
 - c. The time or place of its occurrence.
 - d. The consideration given or steps taken to secure informal resolution, when applicable.
 - e. The corrective action desired. Such corrective action will not include action taken against a supervisor or other employee (e.g., disciplinary action against another).
 - f. Whether or not PRN representation is requested.
3. The grievance will be signed and dated by the Grievant.
4. Refusal to provide the necessary information as specified above will constitute a waiver of the claim.

B. Step 2 - Informal Discussions

The grievance may be started when the Grievant tells her/his management representative the facts of the grievance and asks for resolution.

If the Grievant does not accept resolution of any part of the grievance, she/he may submit the grievance to the Vice President Human Resources.

The Grievant may at her/his option skip Step 2 and submit the grievance directly to the Vice President Human Resources.

C. Step 3 - Referral or Submission to the Vice President Human Resources

1. Review Meeting

Upon the receipt of the grievance, the Vice President Human Resources or her/his designee will arrange a review meeting within fifteen (15) days with individuals directly involved.

2. Resolution

The Vice President Human Resources or her/his designee will provide a written determination of the grievance to the Grievant within five (5) days after the review meeting. If the Grievant has designated PRN as her/his representative, the written determination will be provided to PRN.

D. Step 4 - Rejection of Determination of the Vice President Human Resources

If the Grievant does not accept the determination of the Vice President Human Resources or her/his designee, then within five (5) days of receipt of the determination the Grievant may refer the issue to the CEO.

E. Step 5 - Referral to the CEO

1. Review Meeting

Upon receipt of the grievance, the CEO or her/his designee will arrange a review meeting with individuals directly involved within fifteen (15) days of receipt.

2. Resolution

The CEO or her/his designee will provide a written determination of the grievance to the Grievant and PRN within five (5) days after the review meeting. If the Grievant has designated PRN as her/his representative, the written determination will be provided to PRN.

F. Step 6 - Rejection of Determination of the CEO

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

G. Step 7 - Arbitration Procedure

1. The following categories of grievances are not subject to arbitration under this agreement:

a. Grievances which allege any violation of Article 3,

b. Grievances which allege violations of law,

or

c. Grievances for which an administrative procedure has been established by the National Labor Relations Board or Public Employment Relations Board to address the allegations in the grievance.

2. Selection of an Arbitrator

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

3. Arbitration

Arbitration will begin as soon as possible, giving due consideration to the schedules of the representatives of the parties, provided that the failure of PRN to set a hearing date within sixty (60) days of the referral to arbitration will result in a waiver of the claim. The hearing will be closed unless the arbitrator rules otherwise. Prior to the hearing the parties will attempt to reach agreement on a joint submission of the case to the arbitrator. If the parties fail to agree on a joint submission, each will present a separate submission. The joint or separate submissions will state the issue(s), and the specific article(s) of this MOU, which the arbitrator is to interpret or apply.

4. Resolution

a. After such a hearing, the arbitrator will render as soon as possible a decision which will be final and binding on all parties.

b. The arbitrator will have no power to add to, or subtract from, alter, modify, or amend any of the terms or provisions of this MOU, including Article 3.

c. The arbitrator has the authority to award monetary damages limited to lost wages and/or benefits.

5. Expenses

The cost of compensation and expenses of arbitration including the cost of a transcript, unless a transcript is waived by mutual agreement of the parties, and the cost of an arbitrator will be divided equally between the

parties. However, each party will bear its own expenses of representatives and witnesses.

6. The arbitrator's award will not be made which violates the conditions of this MOU.

ARTICLE 28

Jury Duty

Jury Call

Legal Appearance Time

Section 1 - Jury Duty

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

Section 2 - Jury Call

- A. When an RN is on jury call, the management representative will determine on an individual basis whether the RN will be required to report to work.
- B. An RN scheduled to work the night prior to jury call will have the night off if she/he requests.

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

Section 3 - Legal Appearance Time

A. Definition

Legal Appearance Time is hereby defined as:

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

- B. The RN will be paid at her/his base hourly rate.
- C. If legal appearance is required on a day off, she/he will be paid for the day at her/his base hourly rate and she/he will be given another day off.
- D. An RN scheduled to work the night prior to legal appearance time will have the night off if she/he requests.
- E. The management representative will determine on an individual basis whether the RN will be required to report to work during the portion of her/his shift not spent on legal appearance time.
- F. If the RN is not required to work she/he will still be paid for her/his scheduled shift, at her/his base hourly rate.
- G. There will be no loss of benefits or compensation as a result of legal appearance time, except shift differentials and to the extent the RN is reimbursed for legal appearance services (e.g., witness/subpoena fees). The RN will be required to furnish the Hospital with proof of legal appearance.
- H. Legal appearance time constitutes hours worked and applies toward overtime and rest between shifts pay. Overtime and/or rest between shifts time as a result of legal appearance time will be compensated according to Article 14 and Article 15.

- I. If Legal Appearance Time occurs during an RN's previously granted vacation time off, the RN will not be required to take vacation time off (PTO) and every effort will be made to grant alternative vacation time off, which is mutually agreeable to both parties, provided the RN has sufficient PTO remaining for such alternative vacation time off.

ARTICLE 29

Leave of Absence (LOA)*

You may have rights under State and Federal laws not listed here. For complete information regarding leaves of absence see El Camino Hospital Human Resources Policy and Procedure #5.08 and contact Human Resources.

Section 1 - Eligibility

An RN who expects to be absent for more than five (5) consecutive calendar days for educational or personal reasons is eligible to apply for an LOA, subject to the guidelines set forth below.

An RN who expects to be absent for more than five (5) consecutive calendar days for military, industrial injury, medical or pregnancy disability reasons must apply for an LOA, subject to the guidelines set forth below.

All LOAs require administrative approval.

Section 2 - Leave Categories

A. Educational Leave

A full-time/part-time RN who has completed two thousand eighty (2080) hours+ is eligible for Educational Leave not to exceed twelve (12) months. The purpose of Educational Leave is to grant the RN time off for the pursuit of education pertinent to her/his employment at the Hospital. The RN must use PTO and/or EL for compensation during the LOA.

Educational LOA is separate from EL, as described in Article 17.

B. Personal Leave

A full-time/part-time RN who has completed two thousand eighty (2080) hours+ is eligible for Personal Leave up to six (6) months. The RN must use PTO for compensation during the LOA.

Personal LOA is separate from routine PTO, as described in Article 20.

C. Military Leave

At the RN's discretion, she/he may use PTO for compensation during the LOA.

D. Pregnancy Disability Leave

The RN will be required to use ESL and may use PTO for compensation during the LOA in conjunction with SDI. At the RN's request, she/he may use EL during a Pregnancy Disability LOA.

Pregnancy Disability LOA is separate from PTO/ESL, as described in Article 20.

E. Family Care and Medical Leave

The RN will be required to use PTO for compensation during the LOA. If the LOA is due to the RN's illness, the RN will be required to use PTO/ESL in conjunction with SDI. If the LOA is due to an industrial injury of the RN, the RN will be required to use PTO/ESL in conjunction with Workers' Compensation. At the RN's request, she/he may use EL during a Family Care and Medical LOA.

Family Care and Medical LOA runs concurrently with Industrial Injury LOA and Medical LOA.

Family Care and Medical LOA is separate from PTO/ESL, as described in Article 20.

1. Medical Leave

The RN will be required to use PTO/ESL for compensation during the LOA in conjunction with SDI. At the RN's request, she/he may use EL during a Medical LOA.

Medical LOA is separate from PTO/ESL, as described in Article 20.

2. Industrial Injury Leave

The RN will be required to use PTO/ESL for compensation during the LOA in conjunction with Workers' Compensation. At the RN's request, she/he may use EL during an Industrial Injury LOA.

Industrial Injury LOA is separate from PTO/ESL, as described in Article 20.

Section 3 - Paid and Unpaid LOA

A. Paid LOA

1. A "Paid LOA" is when the RN continuously uses PTO/ESL or EL to provide compensation during an LOA. The RN must continuously use PTO/ESL or EL to her/his full work status each pay period (may be in conjunction with SDI, Paid Family Leave or Workers' Compensation benefits).

2. When eligible for SDI, Paid Family Leave or Workers' Compensation benefits, PTO/ESL or EL is used in conjunction with the statutory benefit.
3. PTO and/or ESL must be used for LOAs except Pregnancy Disability.
4. EL may be used during Medical, Pregnancy Disability and Industrial Injury LOAs.
5. An RN may use up to one hundred percent (100%) of her/his annual ESL accrual (5 days for a full-time RN) to care for an ill child, parent, spouse, registered domestic partner or child of a registered domestic partner under Paid Family Leave. The ESL may be used after the fourth (4th) calendar day of caring for the ill family member, as verified in writing by a physician and in accordance with Human Resources Policies and Procedures 5.04 ESL.
6. The Hospital will continue group insurance coverage for the RN until PTO/ESL are exhausted.
7. If the RN chooses to take EL during an eligible LOA, the Hospital will continue group insurance coverage for the RN until EL is exhausted as long as the RN is continuously taking PTO/ESL and/or EL.
8. An RN will continue to accrue PTO/ESL and EL as long as she/he is continuously taking PTO/ESL and/or EL.

B. Unpaid LOA

1. An "Unpaid LOA" occurs when:
 - a. A full-time/part-time RN's PTO/ESL and/or EL, as applicable, has been exhausted, including granted vacations for which the RN has insufficient PTO available at the time of vacation (in accordance with Article 37, Section 5);
 - or**
 - b. A full-time/part-time RN chooses to take an unpaid LOA in lieu of a paid LOA, when applicable.
 - c. A per diem RN or relief RN chooses to take an LOA.
2. An RN will not accrue benefits or seniority during the LOA; however, all benefits and seniority that the RN had prior to the LOA will be held in abeyance. The RN's seniority date and step adjustments will be advanced by the exact number of days that she/he is on LOA, except unpaid LOAs in Subsection 3 below.

3. LOA with Benefits and Seniority

When PTO has been depleted, an unpaid LOA may be requested for a period not to exceed two (2) weeks after one (1) year of continuous employment within the bargaining unit, four (4) weeks after five (5) years of continuous employment within the bargaining unit and six (6) weeks after ten (10) years of continuous employment within the bargaining unit. This LOA will be without pay, without loss of benefits and without loss of seniority. The RN's seniority date and step advancements will not change.

4. Industrial Injury LOAs

The LOA will be without pay and without loss of seniority. The RN's seniority date will not change.

Section 4 - Return to Position

A. During a paid LOA, the Hospital will guarantee the RN her/his same position as long as the RN is continuously taking PTO/ESL and/or EL (whichever is applicable) to a maximum of eighteen (18) months;

or

B. The Hospital will guarantee the RN her/his same position for up to thirty (30) days while on an unpaid LOA;

or

C. If the RN is on FCML, the Hospital will guarantee the RN her/his same position until the disability ends or a maximum of twelve (12) weeks unless otherwise mandated by law.

D. If the LOA is in excess of time limits stated in Section A, B, and/or C above, the Hospital will use its best efforts to, and will not unreasonably deny, returning the RN to the same classification, position, cost center or shift as occupied at the beginning of the LOA.

Section 5 - Continuation of Group Coverage

A. To continue group coverage during the period of unpaid LOA, the RN must contact the Benefits Analyst in the Human Resources Department and make arrangements to maintain the premium payments(s) at her/his own expense. The RN must pay the premium(s) by the first day of the month following commencement of the unpaid LOA. The RN must continue to pay the required premium(s) in advance on a monthly basis, or coverage(s) will terminate.

- B. If coverage(s) terminates or the RN elects to discontinue coverage(s) while on unpaid LOA, the coverage(s) will be reinstated on the first day of the RN's return to her/his same or similar position, as the case may be.
- C. The time period for continued coverage is subject to the terms outlined in the applicable benefit plan document.

Section 6 - Termination from LOA

Failure to return to work when an LOA expires will be considered a voluntary resignation.

ARTICLE 30

Meal Breaks

Rest Breaks

Section 1 - Meal Breaks

- A. The RN who works more than five (5) hours receives a meal break of no less than thirty (30) minutes.
- B. When an RN is required to work during her/his meal break, or is unable to take an uninterrupted meal break, she/he will be paid for the meal break as time worked.
- C. If overtime is incurred because of a meal break worked, the RN will be paid in accordance with Article 14.

Section 2 - Rest Breaks

The Hospital will provide a rest break of fifteen (15) minutes for every four (4) hours worked, without deduction of pay. If the rest break cannot practicably be given in the middle of the four (4) hour work period, the break may be given at a more practical time during the four (4) hour period except the rest break may not be added to a meal break. In addition, the rest break may not be used for the purpose of the RN leaving work early.

Section 3 - Alternative Shifts Meal Breaks

RNs working shifts greater than 8-hours are entitled to two (2) meal breaks each shift if the RN requests, in writing to the manager, two (2) meal breaks each shift. The RN must always take two (2) meal breaks or only one (1) meal break. If the RN elects to take two(2) meal breaks, the RN's shift will be extended by one-half (½) hour unpaid time.

ARTICLE 31

Posting and Filling of Vacancies

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

Section 1 - Posting and Filling of Vacancies

- A. All vacancies of positions within the bargaining unit, including those created by LOAs of more than thirty (30) days duration, and those resulting from newly created positions that are included in the bargaining unit, will be posted simultaneously in the cost center and on the Hospital's website for five (5) days (excluding Saturdays, Sundays and holidays) and filled in the following order:
 1. Bargaining unit RNs within the cost center will have priority for selection from qualified candidates in the following order:
 - a. Most senior full-time/part-time bargaining unit RN.
 - b. Most senior per diem bargaining unit RN.
 - c. Most senior relief bargaining unit RN.
 - d. Occasional bargaining unit RN.
 2. If no qualified RN in the cost center applies, any qualified RN in the Hospital will be considered. When RNs within the bargaining unit and outside the bargaining unit apply for a bargaining unit vacancy, the most qualified RN will be granted the position. If qualifications are approximately equal, the bargaining unit applicant will prevail, in accordance with the priority list above. Qualifications as used in this section refer to required qualifications (based solely on observable, quantifiable and measurable performance skills).
 3. If no qualified RN in the Hospital applies, any qualified RN will be considered. The most qualified applicant will be selected.
 4. If no qualified applicants apply and a vacancy must be filled with an RN who will be trained to meet minimum qualifications, bargaining unit RNs will be given preference in filling such position, in accordance with the priority list above.
 5. If an RN is rejected for a vacancy, she/he will be informed of the rejection and the basis for the rejection, if she/he requests.
 6. Occasional RN positions will not be subject to posting and filling (see

Glossary).

- B. Postings will include:
 - 1. Required qualifications (based solely on observable, quantifiable and measurable performance skills).
 - 2. Date of vacancy posting.
 - 3. Deadline for application filing/end of posting.
- C. From the time a vacancy develops until the time it is filled, the Hospital may temporarily use bargaining unit RNs as necessary to cover the vacant position. There will be no permanent filling of a vacancy until the posting and filling procedure has been completed for/by all applicants and/or the deadline for application has been reached.
- D. Bargaining unit vacancies will be posted on the cost center of origin as well as on the Hospital's website. PRN will receive an updated listing of all vacancies on a weekly basis.
- E. Once a position has been posted, the qualifications and other posting parameters will be frozen until the position has been filled. If no qualified applicants apply, the position may be re-posted with different qualifications.
- F. If a position is posted and/or filled as a "temporary" position and the position changes to a "permanent" position, the position will be re-posted as a new position.

Section 2 - Release from Previous Position

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

Section 3 - Hospital's Commitment to Fill a Posted Position

Once an offer for a posted position is accepted by an RN, the Hospital is committed to fill the posted position. The RN must apply for the posted position.

Section 4 - Transfers

A transfer requires the RN to remain in the new position for one hundred and eighty (180) days before another transfer may occur. Except, if there are no other qualified candidates within the Hospital and filling of the posted position would require hiring from outside the Hospital, the one hundred and eighty (180) day commitment will be waived.

ARTICLE 32

Provisional Period

Section 1 - New Hire and Rehire

- A. Each new and rehired RN (except the occasional RN) is employed for a provisional period of one hundred-eighty (180) calendar days. This period may be extended up to an additional sixty (60) days for just cause.
- B. During this time an RN will have no seniority. Upon satisfactory completion of her/his provisional period, the RN's seniority date will be established as defined in Article 35.
- C. The provisional RN will have recourse to the grievance procedure as of the day after her/his initial provisional period ends. If the provisional period is extended, all disciplinary action and/or dismissal will be for just cause only, and the RN will have recourse to the grievance procedure during the additional provisional period.
- D. The provisional RN will have her/his benefits started based on the individual benefit and according to Article 23. There will be no loss of benefits as a result of the RN's initial provisional period and/or additional provisional period.
- E. The provisional RN will be given written notice of unsatisfactory performance or failure to adhere to the Hospital rules. This notice will include a warning that future poor performance or misconduct during the provisional period will result in termination.

Section 2 - Reinstatement, Transfer and Change in Classification

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

- A. If the RN's previous position is still vacant and the RN's documented performance record for the previous position was satisfactory, the RN will be returned to her/his previous position. This condition is in no way intended to restrict the Hospital from taking action to fill the RN's previous position during the RN's new provisional period.
- B. If the RN's previous position is unavailable and the RN's documented performance record for the previous position was satisfactory, a reasonable attempt will be made by the Hospital to transfer the RN to a position comparable in wages, hours and conditions of employment to her/his previous position.

- C. If the RN does not successfully complete the new provisional period, she/he will be subject to the provisions of Article 26.

- D. Transfers
 - 1. If staying within the cost center and classification, no new provisional period is required.
 - 2. If changing cost centers or classification, a new provisional period is required.
 - 3. A transfer requires the RN to remain in the new position for one hundred and eighty (180) days before another transfer may occur. Except, if there are no other qualified candidates within the Hospital and filling of the posted position would require hiring from outside the Hospital, the one hundred and eighty (180) day commitment will be waived.

ARTICLE 33

Reduction/Reorganization-in-Force (RIF)

Layoff

Recall

Section 1 - Definitions

- A. "Reduction/Reorganization-in-Force (RIF)" is hereby defined as the abolition of a position(s) necessitated by reductions in workload, reorganization or changes in the number of RNs due to business developments, economic conditions, involuntary changes to existing positions or elimination of services which has caused a surplus of RNs necessary to complete existing work. The RIF is considered to be permanent with no opportunity for recall.
- B. "Layoff" is hereby defined as an employment status during which an RN is not working or receiving regular pay and benefits due to business developments and/or economic conditions which have caused a surplus of RNs necessary to complete existing work.
1. A layoff not exceeding three (3) months will have no effect on an RN's benefits date, seniority date or years of credited service (re: Retirement).
 2. A layoff will not exceed six (6) months. An RN who has been laid off for a period exceeding six (6) months will be considered terminated.
 3. Brief periods of unavailability of work, not to exceed thirty (30) consecutive days will not constitute a layoff but may allow for unemployment benefits.
 4. There is an expectation that the condition causing the surplus is temporary and that the RN will be recalled as soon as conditions permit. An RN on layoff status has the opportunity for recall according to the recall procedure (Section 8).
- C. "Cost Center" is hereby defined as a specific Hospital unit or department, as identified in the Hospital's "Chart of Accounts".
- D. "Merged Cost Center" is hereby defined as cost centers that are combined by agreement between the Hospital and PRN for the purpose of this article.
- E. "Recall" is hereby defined as the return to work of an RN who has been laid off for a period not exceeding six (6) months.
- F. "Position" is hereby defined as a specific combination of the following: 1) classification, 2) work status, 3) shift, 4) hours, 5) length of shift and 6) cost center.

Section 2 - RIF/Layoff Review Board

- A. A RIF/Layoff Review Board will be established to address issues related to the RIF/Layoff implementation. Either the Hospital or PRN may convene the Review Board at anytime either party believes conditions warrant.
- B. The Review Board will include Hospital and PRN representatives selected by the Hospital and selected by PRN respectively .
- C. The Hospital will provide to the Review Board: 1) updated seniority lists of all current bargaining unit RNs in affected cost center(s) by: a) cost center, b) name and c) seniority date; and 2) updated open bargaining unit positions by cost center, which include: a) classification, b) work status, c) shift hours and d) length of shift, in accordance with Article 6, Section 3.
- D. The Review Board will meet and confer in good faith regarding retraining and/or cross training for RNs to vacant positions and/or cost centers which have an RN staffing deficit.
- E. At the time a RIF/Layoff is initiated, PRN and the Hospital will meet and confer in good faith through the Review Board regarding the filling of positions as follows:
 - a. Identification of vacant bargaining unit positions to be "frozen" subject to placement of RIF/Layoff affected RNs and bargaining unit positions to be filled;
 - b. The methodology for developing the displacement list including the possible merging of cost centers.
 - c. RIF/Layoff affected bargaining unit RNs will have priority in:
 - 1. Filling bargaining unit vacancies;
 - or**
 - 2. Displacing less senior bargaining unit RNs within a cost center or merged costs centers.
 - d. If vacancies remain after all bargaining unit RNs have been reassigned or terminated, all bargaining unit vacancies that may have been "frozen" will be open for posting and filling in accordance with Article 31.
 - e. Selection criteria for filling vacancies will be required qualifications (based solely on observable, quantifiable and measurable performance skills). If an RN is rejected for a vacancy, she/he will be informed of the rejection and the basis for the rejection. If an RN is rejected for reasons other than seniority, she/he may challenge the decision by utilizing the grievance procedure (Article 27).

Section 3 - Implementation of RIF/Layoff

- A. If a RIF or layoff is foreseen, PRN will be given sixty (60) days notice.
- B. In the event of a RIF/Layoff, the Hospital will, for a period of two (2) weeks, seek volunteers from the cost center or merged cost centers for RIF/Layoff. Volunteers will be accepted for RIF/Layoff on the basis of seniority. Those volunteers who are accepted will be eligible for severance pay in accordance with Section 7 of this article.
- C. If there are no volunteers or there are insufficient volunteers for RIF/Layoff, the RIF/Layoff will be implemented in accordance with the following:
 - 1. A RIF or layoff is initiated when the Vice President Human Resources issues a RIF/Layoff letter to a PRN bargaining unit RN that informs her/him of the following:
 - a. Her/his position is being abolished or she/he will be displaced by a more senior bargaining unit RN within her/his cost center or merged cost centers.
 - b. The reason for the RIF/Layoff.
 - c. The effective date of the RIF/Layoff.
 - d. Benefits status and entitlements.
 - e. A description of the assistance the Hospital will provide.
 - 2. Whenever possible, this letter will be delivered by the immediate supervisor to the affected bargaining unit RN.
 - 3. PRN will be furnished with the names of all affected RNs and a copy of each RIF/Layoff letter.

Section 4 - RIF/Layoff and Displacement

- A. An RN will be RIF'd/laid off on the basis of inverse seniority (Article 36) within a cost center or merged cost centers.
- B. Displacement will be based on seniority within a cost center or merged cost centers. An RN may displace only RNs with less seniority. Full-time/part-time RNs may displace per diem RNs and relief RNs with less seniority; however, per diem RNs and relief RNs may not displace full-time/part-time RNs. Per diem RNs may displace another per diem RN with less seniority and relief RNs with less seniority; however relief RNs may not displace per diem RNs. Relief RNs may displace another relief RN with less seniority.

Section 5 - Per Diem RNs and Relief RNs

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

Section 6 - Reinstatement After RIF

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

Section 7 - Severance

A. Voluntary RIF/Layoff Severance

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

B. Involuntary RIF Severance

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

Section 8 - Recall from Layoff Procedure

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

ARTICLE 34

Reporting for Work

Hospital Convenience Time Off (HC)

Scheduling

Section 1 - Reporting for Work

A. Notification to the RN

1. In the event that an RN is scheduled to work and there is no work in her/his particular area, she/he may be floated to another cost center within the Hospital. If floating into another area is not possible, reasonable notice of insufficient work will be given and an HC will be granted.
2. "Reasonable" notice is hereby defined as one (1) hour prior to the RN's scheduled shift.
3. Notification of HC

a. RN Notified Prior to Reporting for Work

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

b. RN is not Notified and Reports to Work

If the RN does not receive notice and reports for work, she/he will be paid as follows:

1. Each workday an RN is required to report for work and does not report, but is not put to work or is furnished less than one half (½) said RN's usual or scheduled day's work, the RN shall be paid for one half (½) the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the RN's regular rate of pay.
2. If the RN is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said RN shall be paid for two (2) hours at the RN's regular rate of pay.
3. The forgoing reporting time pay provisions are not applicable when:

- a. Operations cannot commence or continue due to threats to employees or property; or when recommended by civil authorities;
 - b. Public utilities fail to supply electricity, water, or gas or there is a failure in the public utilities, or sewer system;
- or**
- c. The interruption of work is caused by an Act of God or other cause not within the Hospital's control.

B. Notification to the Hospital

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

"Reasonable" notice is hereby defined as:

- 1. Two (2) hours prior to shifts beginning between the hours of 5:00 a.m. and 10:30 a.m.
- 2. Four (4) hours prior to shifts beginning between the hours of 10:31 a.m. and 4:59 a.m.

C. Preparatory and Concluding Activities

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

Section 2 - Hospital Convenience Time Off (HC)

A. Definition

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

- B. The length of an HC will be declared at the time the HC is issued.
- C. Once an HC is accepted by the RN, she/he will not be required to be available for work.
- D. The RN will not be required to use PTO to cover voluntary and/or mandatory HC.

- E. When staffing requirements in the Hospital show that one (1) or more RNs within a service or cost center are not required to report for work, the person responsible for staffing may grant HC to the RN(s) scheduled to work.
- F. HC will be given, whenever possible, in the following order:
1. Daily registry RNs
 2. Full-time/part-time RN volunteers, by inverse HC percentages
 3. Per diem RN volunteers, by inverse HC hours
 4. Occasional RNs, by inverse HC hours
 5. Relief RNs, by inverse HC hours
 6. Per diem RNs, by inverse HC hours
 7. Full-time/part-time RNs working over status at the request of the Hospital, by inverse HC percentages
 8. Traveler RNs
 9. Temporary status RNs
 10. Full-time/part-time RNs working within status, by inverse HC percentages
 11. Full-time/part-time RNs working under status, by inverse HC percentages
- G. The final decision will be based on patient safety and cost center requirements.
- H. For the purpose of determining which RN receives an HC, seniority is the tie-breaker within a category when all else is equal. For example:
1. Voluntary HC: Two (2) full-time/part-time RN volunteers with the same HC percentage - the most senior RN is granted the HC.
 2. Mandatory HC: Two (2) full-time/part-time RNs, each within work status, with the same HC percentage - the least senior RN must take the HC.
- I. If an RN(s) must be cancelled or sent home as a result of staffing need changes once a shift has started, the RN(s) will be given HC in the same order of priority as in Subsection F above. The final decision will be based on patient safety and cost center requirements.

Section 3 - Scheduling

A. Work Schedules

Work schedules will be developed based on the following goals:

1. Full-time/part-time RNs will be scheduled to their full work status.
2. Per diem RNs scheduled:
 - a. To the extent the RN's skills and submitted availability matches staffing needs,

and
 - b. To each RN's minimum work obligation so long as overtime and rest between shift premiums are not incurred.
 - c. Conflicts in scheduling will be resolved first by scheduling the per diem RN with the least work shifts, followed by the per diem RN with the second least work shifts, etc., then by seniority.
3. Relief RNs scheduled:
 - a. To the extent the RN's skills and availability matches staffing needs,

and
 - b. To each RN's minimum work obligation so long as overtime and rest between shifts premiums are not incurred.
 - c. Conflicts in scheduling will be resolved first by scheduling the relief RN with the least work shifts, followed by the relief RN with the second least work shifts, etc., then by seniority.
4. Part-time RNs volunteering to work extra scheduled:
 - a. To the extent the RN's skills and availability matches staffing needs,

and

- b. To each RN's total hours as volunteered so long as overtime and rest between shift premiums are not incurred.
 - c. Conflicts in scheduling will be resolved by seniority.
5. Per diem RNs with availability above minimums scheduled:
- a. To the extent the RN's skills and stated availability matches staffing needs,
 - and**
 - b. To each RN's total hours submitted so long as overtime and rest between shift premiums are not incurred.
 - c. Conflicts in scheduling will be resolved by seniority.
6. Relief RNs with availability above minimums scheduled:
- a. To the extent the RN's skills and availability matches staffing needs,
 - and**
 - b. To each RN's total hours submitted so long as overtime and rest between shift premiums are not incurred.
 - c. Conflicts in scheduling will be resolved by seniority.

B. Availability after the 4-Week Schedule is Posted

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

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

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

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

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

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

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

C. Unanticipated Staffing Needs

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

ARTICLE 35

Seniority*

Section 1 - Seniority

For issues relating to working conditions:

- A. The RN's seniority will be defined as the cumulative time of employment within the bargaining unit.
- B. A specific date will be used to reflect seniority and will be designated as the "Seniority Date."
- C. Full-time/part-time RNs, per diem RNs and relief RNs will each have separate seniority lists.
- D. An occasional RN will not earn seniority while employed as an occasional RN.

Section 2 - Calculation of "Seniority Date"

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

Section 3

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

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

* Benchmark dates for seniority calculation were based on the dates on the amended list posted on July 1, 1997 (in accordance with Article 6, Section 3), as amended.

ARTICLE 36

Shift Reassignment

Section 1 - Definitions

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

Section 2 - Temporary Mandatory Shift Reassignments

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

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

Section 3

There will be no permanent involuntary shift reassignment of RNs.

ARTICLE 37

Weekends

Vacations

Section 1 - Weekend Definitions

- A. "Weekend" is hereby defined as a consecutive Saturday and Sunday. For the night shift only, the weekend will begin at the start of the RN's shift on Friday and terminate at the end of her/his time worked on Sunday.
- B. "Weekend off" is hereby defined as a consecutive Saturday and Sunday in which the RN is relieved of all employment obligations. For the night shift the weekend off will be a consecutive Friday and Saturday.

Section 2 - Maximum Weekends Worked Required

- A. No full-time/part-time RN will be required to work more than twenty-six (26) out of fifty-two (52) weekends.
- B. No RN will be required to work more than two (2) consecutive weekends, nor more than three (3) weekends out of any five (5).

Section 3 - Waiver of Weekend Limitations

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

Section 4 - Weekend Coverage

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

Section 5 - Vacations

- A. Scheduling of Vacations
 - 1. Each RN will be guaranteed at least two (2) weeks of vacation per calendar year. At the request of the RN, the Hospital will use its best efforts to schedule two (2) contiguous weeks. For this guarantee to apply, the RN must comply with the vacation scheduling requirements of her/his cost center. For the purpose of this sub-section, "week" is hereby defined as seven (7) consecutive days, Sunday through Saturday.

2. The RN must have or anticipate having enough PTO to cover requested vacation time off. If insufficient PTO is available at the time of a previously granted vacation, the RN's time off will automatically revert to an unpaid LOA with loss of seniority and loss of benefits for the unpaid days (Article 29, Section 3,B.1.a).

B. Notification

The RN will be notified of the approval or denial of her/his vacation request at least three (3) months before the first day of the vacation request. If the vacation request is submitted less than three (3) months before the first day of the vacation request, notice will be given at least two (2) weeks before the first day of the request.

C. Cancellation of Vacations

1. Once a vacation has been approved, it will not be revoked unless a serious emergency situation exists.
2. A "serious emergency situation" is hereby defined as a drastic, unforeseen situation, such as a disaster or epidemic, which significantly increases patient load or decreases staff availability.
3. If the RN elects to cancel an approved vacation, it can only be cancelled if the entire vacation is cancelled.

D. Work During a Granted Vacation

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

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

ARTICLE 38

Work Status

Temporary Change in Work Status

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

Section 1

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

Section 2 - Full-Time RN

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

Section 3 - Part-Time RN

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

- B. Part-time work status will be determined by the number of hours scheduled to work in a bi-weekly period, as follows:

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

Section 4 - Per Diem RN

- A. A per diem RN may be called to work on an as needed basis or may be prescheduled.
- B. Each per diem position will be posted and filled based on shift (days, evenings, nights). Each per diem RN will be hired to a specific shift. If the per diem RN wishes to change shifts, the RN must wait until a per diem vacancy for the desired shift is posted. Although a per diem RN is hired to a specific shift, the RN may volunteer to work any shift.
- C. There are two (2) levels of per diem RNs. Each per diem RN will be required to work:

1. Per Diem Level I (PD-I)

Thirty-two (32) hours (**including two [2] weekend work shifts**) during every four (4)-week schedule, except for approved waivers.

If a unit (or shift within a unit) does not schedule full-time/part-time RNs to work weekends, the weekend requirement is waived.

2. Per Diem Level II (PD-II)

Sixty-four (64) hours (**including four [4] weekend work shifts**) during every four (4)-week schedule, except for approved waivers.

If a unit (or shift within a unit) does not schedule full-time/part-time RNs to work weekends, the weekend requirement is waived.

3. Holiday Requirement

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

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

If a unit (or shift within a unit) does not schedule full-time/part-time RNs to work holidays, the holiday requirement is waived.

4. Floating Requirements

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

D. Applicable Work Hours

- a. All hours worked (regardless of shift, unit or code [except On Call, Call In]) plus mandatory HC hours (regular days and holidays) will apply towards meeting the minimum work requirements.
- b. Per diem RNs will be included in the voluntary assignment of On Call/Call In.
- c. If On Call/Call In is mandatory for full-time/part-time RNs in a unit (or shift within a unit), per diem RNs on the same unit (or same shift within a unit) are required to participate in On Call/Call In.
- d. If the per diem RN calls in sick, she/he will not receive credit towards fulfilling the work requirements.

E. Waivers

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

F. Submission of Availability

1. Each per diem RN must submit her/his availability no later than four (4) weeks prior to the start of each 4-week schedule. The deadlines for submission are listed in Appendix L. Availability must include the number of hours that equal or exceed the minimum work requirement for the RN's per diem level (PD-I = 32 hours; PD-II = 64 hours), including required weekend work shifts (PD-I = 2 work shifts; PD-II = 4 work shifts). If applicable, availability should include any holiday work shifts for which the RN is available to work.
2. It is recommended the RN use the *Notification of Availability* form for each 4-week schedule. The form may be obtained from the Staffing Office or may be downloaded from the PRN website at <www.PRNatECH.org>.

G. Compliance Review Process

1. Submission Requirements

- a. The RN's submission will be reviewed after each submission deadline, to identify individuals who have not complied with the submission requirements.
- b. If the RN fails to submit the required availability before the submission deadline, or if availability does not include the requisite number of hours/work shifts, the RN is subject to progressive discipline. Failure to meet the submission obligations is just cause for discipline, up to and including termination.

2. Hours and Weekend Work Shifts Requirements

- a. The RN's hours and weekend work shifts worked will be reviewed each 4-week schedule to confirm compliance with the work requirements.
- b. If the RN fails to work the required hours and/or weekend work shifts in any 4-week schedule, the RN is subject to progressive discipline. Failure to meet the hours or weekend work shift requirements is just cause for disciplinary action up to and including termination.

3. Holiday Requirement

- a. The RN's holiday worked will be reviewed annually at the end of the Per Diem Year to confirm compliance with the holiday work requirement.

- b. If the RN fails to work the required holiday, the RN is subject to progressive discipline. Failure to meet the holiday work requirement is just cause for disciplinary action up to and including termination.

Section 5 - Relief RN

- A. A relief RN may be called to work on an as needed basis or may be prescheduled.
- B. Each relief position will be posted and filled based on shift (days, evenings, nights). Each relief RN will be hired to a specific shift. If the relief RN wishes to change shifts, the RN must wait until a relief vacancy for the desired shift is posted. Although a relief RN is hired to a specific shift, the RN may volunteer to work any shift.
- C. Each relief RN:
 - 1. Is required to work a minimum of twelve (12) work shifts per year (see Per Diem Year) with no weekend or holiday requirements.
 - 2. May not volunteer for HCs.
 - 3. May be assigned to any unit upon which she/he is competent to work.
- D. If the RN fails to work the required work shifts in any calendar year, the RN is subject to progressive discipline. Failure to meet the requirements is just cause for disciplinary action up to and including termination.

Section 6 - Occasional RN

- A. An occasional RN does not have a regularly assigned schedule, has no minimum work requirement and is not pre-scheduled to work.
- B. Each occasional RN may not work more than one hundred sixty (160) hours per year (see Per Diem Year).
- C. Each occasional RN is an “at will” employee and may be terminated at the manager’s discretion.

Section 7 - Temporary Change in Work Status

- A. A temporary change in work status occurs when an RN increases or decreases her/his work status for a specified period of time, which is greater than one (1) month but not more than six (6) months.
- B. A temporary change in work status may be requested by the management representative to meet staffing needs.

- C. The opportunity to fill the temporary change in work status will be open to all full-time/part-time bargaining unit RNs on the designated shift and cost center. The RN's work status may not exceed full-time work status. Participation will be on a voluntary basis.
- D. A notice of the availability to change work status will be posted within the cost center for five (5) days (excluding Saturdays, Sundays and holidays).
- E. If there are more volunteers than needed, the RNs will be chosen by seniority.
- F. During the temporary change in work status, the RN will receive all benefits based on the temporary work status.
- G. HC's and other staffing related decisions will be made according to the RN's temporary work status. The RN will not be viewed as an "over status" RN.
- H. The RN will be expected to work the temporary work status for the duration of the specified time.

Section 8 - Voluntary Change to Existing Full-Time/Part-Time Positions

A. Changes Initiated by the Management Representative

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

1. If the management representative determines a change to existing positions is required on a specific shift within a cost center, the management representative will post a notice of desired changes for five (5) days (excluding Saturdays, Sundays and holidays).
2. The notice will include the type(s) of change(s) possible, including: 1) increase and/or decrease in work status, 2) hours of shift and/or 3) length of shift.
3. Any RN on the designated shift within the cost center may volunteer for the noticed change to her/his existing position. Selection will be made by seniority from the volunteers.
4. If there are no volunteers and the management representative determines other changes may be appropriate, she/he will post a notice to the RNs on the given shift and cost center. The notice will be posted for five (5) days (excluding Saturday, Sunday and holidays). Any RN on the designated shift within the cost center may volunteer to be included for possible changes to her/his existing position.

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

B. Changes Initiated by RNs

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

1. When the management representative determines changes may be appropriate, she/he will post a notice to the RNs on the given shift and cost center. The notice will be posted for five (5) days (excluding Saturday, Sunday and holidays). Any RN on the designated shift within the cost center may volunteer to be included for possible changes to her/his existing position.
2. The management representative and the RN volunteers will attempt to reach agreement on changes to the RNs' existing positions. If no agreement can be reached, the notice will end.

ARTICLE 39

Term and Termination

This MOU is effective as of October 1, 2010 at 12:00 a.m. (0000 hours). This MOU will terminate on March 31, 2012 at 11:59 p.m. (2359 hours). There will be no openings of said MOU during this period except by mutual agreement of the parties. It will be the responsibility of either party to notify the other in writing ninety (90) days prior to the expiration of this MOU, of their intent to negotiate a new MOU.

Date: _____

EL CAMINO HOSPITAL

PROFESSIONAL RESOURCE FOR NURSES

Chief Executive Officer

President and Chief Negotiator

Chief Negotiator

Negotiating Team Representative

Negotiating Team Representative

PART 5

APPENDICES

APPENDIX A

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

Maternal Connections Advancement Program (MCAP)

It is agreed:

1. An RN hired or transferred into Maternal Connections will be initially classified as a Lactation Counselor and paid at Wage Range 2 in accordance with Article 16 of the MOU.
2. The Lactation Counselor will be advanced to Lactation Consultant effective on the first day of the pay period following the RN's performance evaluation date if she/he:
 - a. Completes one (1) year employment in Maternal Connections,
 - b. Has or obtains International Board Certified Lactation Consultant (IBCLC) certification,
 - c. Completes one (1) project (including goals and objectives) mutually agreeable to the RN and manager within the twelve (12) months prior to the RN's annual performance evaluation date,

and
 - d. Has an overall rating of "Meets Standards" for her/his annual performance evaluation.
3. The RN will be paid at Wage Range 3 in accordance with Article 16 of the MOU.
4. For a transferring RN with a performance evaluation date less than twelve (12) months after transfer date:
 - a. An IBCLC certified RN may request and meet with her/his manager no less than one hundred and twenty (120) days prior to the RN's performance evaluation date to identify one (1) project to be completed by the RN's next performance evaluation date for advancement at that time.
 - b. If there is less than one hundred and twenty (120) days before the RN's next performance evaluation date, one (1) mutually agreeable project (including goals and objectives) will be identified during the RN's performance evaluation for completion within the following twelve (12) months. The RN will not be eligible to advance until the following performance evaluation date.

SIDE LETTER OF AGREEMENT #1

Page 2

5. Thereafter, the RN must maintain IBCLC certification and complete one (1) project (including goals and objectives) as identified during the RN's annual performance evaluation to continue to be classified as a Lactation Consultant.
6. A project may be short-term or long-term and relates to department quality assurance, performance improvement, and/or standards of care.
7. If the goals and objectives for the project are not achieved by the RN's performance evaluation date and/or the RN does not maintain IBCLC certification, the RN will be reclassified to Lactation Counselor at her/his same step placement effective the first day of the pay period following the RN's performance evaluation or evaluation date whichever is later. The RN will be paid at Wage Range 2 in accordance with Article 16, of the MOU.
8. If reclassified as a Lactation Counselor, the RN may apply for reinstatement as a Lactation Consultant at her/his next performance date. The criteria for reinstatement will be the same as for initial application (see #2 above) effective the RN's following performance evaluation date.

Date: _____

EL CAMINO HOSPITAL

PROFESSIONAL RESOURCE FOR NURSES

Chief Executive Officer

President and Chief Negotiator

Chief Negotiator

Negotiating Team Representative

Negotiating Team Representative

APPENDIX B

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

Dates for Quarterly Benefits Adjustments for Part-Time RNs

See ECH Economic Last, Best and Final Offer

APPENDIX C

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

Retiree Access to Health Insurance

It is agreed:

The Hospital will provide the enhanced retiree health insurance access (COBRA) benefit provided such coverage is permitted by the then-current health insurance carrier under the conditions specified by the insurance carrier and the Hospital's premium rates are not substantially affected.

Date: _____

EL CAMINO HOSPITAL

**PROFESSIONAL RESOURCE FOR
NURSES**

Chief Executive Officer

President and Chief Negotiator

Chief Negotiator

Negotiating Team Representative

Negotiating Team Representative

APPENDIX D

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

Relocation Reimbursement

Employee Referral Program

It is agreed:

1. Relocation reimbursements may be given to bargaining unit RNs in accordance with the Hospital's Relocation Reimbursement Guideline.
2. Referral payment may be given to bargaining unit RNs in accordance with the Hospital's Employee Referral program.

Date: _____

EL CAMINO HOSPITAL

**PROFESSIONAL RESOURCE FOR
NURSES**

Chief Executive Officer

President and Chief Negotiator

Chief Negotiator

Negotiating Team Representative

Negotiating Team Representative

APPENDIX E

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

Infusion Nurse Classification Change to Clinical Nurse Classification

It is agreed:

1. The classification of Infusion Nurse will be eliminated and the RNs in said classification will be placed in the Clinical Nurse III classification. The RN will be placed at her/his current step within wage range 3.
2. The RN with national specialty certification in oncology nursing on the date she/he is classified as a CN III must thereafter fulfill the CN III eligibility criteria including specialty certification to maintain CN III classification.
3. The RN without national specialty certification in oncology nursing on the date she/he was placed in the CN III classification must obtain the certification within one calendar year from the effective date of the change to the CN III classification. Thereafter, the RN must fulfill the CN III eligibility criteria including specialty certification. If the RN does not obtain national specialty certification within the time period, the RN will change to the CN II classification. The RN will be placed at her/his current step within wage range 2.

Date: _____

EL CAMINO HOSPITAL

**PROFESSIONAL RESOURCE FOR
NURSES**

Chief Executive Officer

President and Chief Negotiator

Chief Negotiator

Negotiating Team Representative

Negotiating Team Representative

APPENDIX F

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

Nursing Unit Coordinator Additional Working Conditions

It is agreed:

The Nursing Unit Coordinator (NUC) will work under the following additional working conditions:

1. Will work no less than thirty-two (32) hours each week.
2. Will receive Charge Nurse Differential for any hours worked in charge.
3. Will not be required to work weekends or holidays, but will not be prohibited from working if a staffing need arises.
4. Will not participate in shift reassignments.
5. Management Initiated Change in Classification Due to Reorganization (Elimination of NUC Position):

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

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

SIDE LETTER OF AGREEMENT #6

Page 2

6. RN Initiated Change in Classification:

The RN will be placed in the new classification in accordance with Article 24, Section 4.

Date: _____

EL CAMINO HOSPITAL

PROFESSIONAL RESOURCE FOR NURSES

Chief Executive Officer

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Chief Negotiator

Negotiating Team Representative

Negotiating Team Representative

APPENDIX G

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

**PRN Notification of and Participation at the El Camino Hospital
Pension Committee Meetings**

It is agreed:

1. PRN will be provided agenda and minutes from all meetings of the Hospital Pension Committee except for information that would be confidential by law.
2. Upon request by PRN, official PRN representatives will be included on Pension Committee agenda to address the committee on issues of interest to PRN.

Date: _____

EL CAMINO HOSPITAL

**PROFESSIONAL RESOURCE FOR
NURSES**

Chief Executive Officer

President and Chief Negotiator

Chief Negotiator

Negotiating Team Representative

Negotiating Team Representative

APPENDIX H

SIDE LETTER OF AGREEMENT #8 BETWEEN EL CAMINO HOSPITAL AND PROFESSIONAL RESOURCE FOR NURSES

Procedure for Calculating Extra Work and Documenting Code 75 on Time Cards

It is agreed:

1. Code 75 will be used to document an RN's hours that qualify for the Extra Work Differential.
2. Coded hours that qualify for Code 75 are: 12, 20, 26, 60, 63, 65, 68, 69, 73, 83, 90, 93, 95, 98, 99.
3. Qualifying hours are those in excess of the RN's regular work status, if the RN's hours were in excess as a result of working straight time (**patient care, MA/LA, ME/LE, and MT/LT**) or she/he received an **HC** (voluntary or mandatory, whether or not covered with PTO) during the pay period.
4. Hours in excess of work status will not include overtime (time and one-half or double time), Jury Duty, On Call/Call In, regular PTO, sick PTO, ESL, or EL hours.
5. Calculating Code 75 hours:
 - a. At the end of each pay period the RN will review her/his time card to determine the number of hours that qualify for Code 75
 - b. If the total hours for qualifying codes are greater than the RN's regular work status, subtract the regular work status hours from the total qualifying code hours (e.g.: If regular work status hours are 48 and the total qualifying coded hours are 64, the number of Code 75 eligible hours are 16).
6. Documenting on the time card:
 - a. Place the Code 75 hours in the "Total Hours" column using pay code 75, RN's home cost center and workstation and shift #1. **Do not designate any hours to a specific day.**
 - b. Add these hours in with the other pay code hours as part of the "grand total" at the bottom of the time card (**the vertical total and the horizontal total will not match**).

SIDE LETTER OF AGREEMENT #8

7. **An RN may not waive Code 75.** All hours and codes must be documented on the time card in accordance with the Employee Time Card Instructions Guide.

Date: _____

EL CAMINO HOSPITAL

PROFESSIONAL RESOURCE FOR NURSES

Chief Executive Officer

President and Chief Negotiator

Chief Negotiator

Negotiating Team Representative

Negotiating Team Representative

APPENDIX I

Nursing Department Schedule Periods for 2010-2011

Staff Availability to Managers	Schedule Covers	Final Schedule Posted By	Holidays
December 15, 2009	January 10 - February 6, 2010	December 30, 2009	Martin Luther King Day, 1/18
January 12, 2010	February 7 - March 6, 2010	January 27, 2010	President's Day, 2/15
February 9, 2010	March 7 - April 3, 2010	February 24, 2010	
March 9, 2010	April 4 - May 1, 2010	March 24, 2010	
April 6, 2010	May 2 - May 29, 2010	April 21, 2010	Memorial Day, 5/31
May 4, 2010	May 30 - June 26, 2010	May 19, 2010	
June 1, 2010	June 27 - July 24, 2010	June 16, 2010	Independence Day, 7/4
June 29, 2010	July 25 - August 21, 2010	July 15, 2010	
July 27, 2010	August 2 - September 18, 2010	August 11, 2010	Labor Day, 9/6
August 24, 2010	September 19 - October 16, 2010	September 8, 2010	
September 21, 2010	October 17 - November 13, 2010	October 6, 2010	
October 19, 2010	November 14 - December 11, 2010	November 3, 2010	Thanksgiving Day, 11/25
November 16, 2010	December 12, 2008 - January 8, 2011	December 1, 2010	Christmas Eve, 12/24; Christmas Day, 12/25; New Years Eve/Day, 12/31/10 or 1/1/11

Nursing Department Schedule Periods for 2011-2012

Staff Availability to Managers	Schedule Covers	Final Schedule Posted By	Holidays
December 10, 2010	January 9 - February 5, 2011	December 29, 2010	Martin Luther King Day, 1/17
January 11, 2011	February 6 - March 5, 2011	January 26, 2011	President's Day, 2/21
February 8, 2011	March 6 - April 2, 2011	February 23, 2011	
March 8, 2011	April 3 - April 30, 2011	March 23, 2011	
April 5, 2011	May 1 - May 28, 2011	April 20, 2011	
May 3, 2011	May 29 - June 25, 2011	May 18, 2011	Memorial Day, 5/30
May 31, 2011	June 26 - July 23, 2011	June 15, 2011	Independence Day, 7/4
June 28, 2011	July 24 - August 20, 2011	July 13, 2011	
July, 26, 2011	August 21 - September 17, 2011	August 10, 2011	Labor Day, 9/5
August 23, 2011	September 18 - October 15, 2011	September 7, 2011	
September 20, 2011	October 16 - November 12, 2011	October 5, 2011	
October 18, 2011	November 13, - December 10, 2011	November 2, 2011	Thanksgiving Day, 11/24
November 15, 2011	December 11, 2011 - January 7, 2012	November 30, 2011	Christmas Eve, 12/24; Christmas Day, 12/25; New Years Eve/Day, 12/31/11 or 1/1/12

Nursing Department Schedule Periods for 2012-2013

Staff Availability to Managers	Schedule Covers	Final Schedule Posted By	Holidays
December 11, 2011	January 8 - February 4, 2012	December 28, 2011	Martin Luther King Day, 1/16
January 8, 2012	February 5 - March 3, 2012	January 25, 2012	President's Day, 2/20
February 5, 2012	March 4 - March 31, 2012	February 22, 2012	
March 4 2012	April 1 - April 28, 2012	March 21, 2012	
April 1, 2012	April 29 - May 26, 2012	April 18, 2012	
April 29, 2012	May 27 - June 23, 2012	May 16, 2012	Memorial Day, 5/28
May 27, 2012	June 24 - July 21, 2012	June 13, 2012	Independence Day, 7/4
June 24, 2012	July 22 - August 18, 2010	July 11, 2012	
July 22, 2012	August 19 - September 15, 2012	August 8, 2012	Labor Day, 9/3
August 19, 2012	September 16 - October 13, 2012	September 5, 2012	
September 16, 2012	October 14 - November 10, 2012	October 3, 2012	
October 14, 2012	November 11, - December 8, 2012	October 31, 2012	Thanksgiving Day, 11/22
November 11, 2012	December 9, 2012 - January 5, 2013	November 28, 2012	Christmas Eve, 12/24; Christmas Day, 12/25; New Years Eve/Day, 12/31/12 or 1/1/13

GLOSSARY

At-Will Employee:	The RN is employed at the discretion of the Hospital and may be terminated at any time for any lawful reason or for no reason. Applies to occasional RNs only.
Bargaining Unit:	Classifications covered by this MOU (Article 2).
Cost Center:	A specific Hospital unit or department as identified in the Hospital's Chart of Accounts.
Daily Registry:	Daily Registry personnel are used to staff clinical positions and are available on a per diem basis from agencies that have been approved by Administration.
Day Shift:	Any shift beginning between 5:00 a.m. and 10:29 a.m.
Disaster:	Includes, but is not limited to, internal and/or external fires, earthquake, toxic contamination or other conditions resulting in potential injury and/or death in the general population.
Eligible RN:	Regarding benefits: Full-time or part-time RNs who are regularly scheduled to work at least thirty-two (32) hours in each two (2) week pay period.
Evening Shift:	Any shift beginning between 10:30 a.m. and 6:29 p.m.
Grievance:	A written claim concerning: 1) a disagreement involving interpretation, application and/or compliance with specific provisions of this MOU, or 2) a disagreement involving whether discharge was for just cause. The following categories of grievances are not subject to arbitration under this agreement: 1) grievances which allege any violation of Article 3, 2) Grievances which allege violations of law or 3) Grievances for which an administrative procedure has been established by the National Labor Relations Board to address the allegations in the grievance.
Grievant:	The RN involved in a grievable occurrence and/or PRN.
Ineligible RN:	Regarding benefits: Part-time RNs who are regularly scheduled to work less than thirty-two (32) hours in each two (2) week pay period, per diem RNs, occasional RNs and temporary RN personnel.
Mandatory:	That which is involuntary, authoritatively commanded and/or obligatory.
Night Shift:	Any shift beginning between 6:30 p.m. and 4:59 a.m.
Occasional RN:	An RN who has needed skills to work in a specific cost center(s)

and may not work more than one hundred sixty (160) hours per year. The occasional RN is an at will employee and may be terminated at the manager's discretion.

- Open Enrollment:** A period of time announced, no more than one (1) time per year, when eligible RNs may change their benefits election. Currently enrolled RNs may change from one (1) health plan and/or dental plan to the other without medical/dental underwriting. Changes will be effective January 1st of the following year.
- Over Status:** When the schedule is posted for the pay period (or week) and/or the schedule is changed during the pay period (or week), and an RN is scheduled to work over her/his designated work status (e.g.: Full-time, 0.8, etc.) over the entire pay period (or week), the RN is designated "Over Status" for any day during the pay period (or week), until she/he has been cancelled or taken HCs which total the number of days she/he is/was scheduled over her/his designated work status. For additional information, refer to the "Patient Care Staffing Standards" for bargaining unit RNs.
- Per Diem Year:** Will begin on the first day of the first accounting period beginning after January 1 of any calendar year; and the year will end on the last day of the last accounting period of said calendar year.
- Position:** A specific combination of the following: 1) classification, 2) work status, 3) shift, 4) hours, 5) length of shift and) cost center.
- Premium Pay:** Includes the following compensation (singular or combined) and/or time (singular or combined): double time, rest between shifts, in-charge, holiday, witness duty, and call in.
- Preparatory and Concluding Activities:** All activities which are an integral part of an RN's principal activity; e.g.: preparing nursing care plans, making patient care assignments, hand scrubs, changing clothes at the beginning and end of each work day (if required to change clothes at work).
- Reentry:** When an RN leaves the bargaining unit to take a position at the Hospital then rejoins the bargaining unit. There is no separation from the Hospital.
- Rehire:** Re-employment after one (1) year of separation from the Hospital.
- Reinstatement:** Re-employment within one (1) year of separation from the Hospital.

Seniority Date:	The RN's initial date of entry into a position within the bargaining unit, minus any LOAs (excluding those under Article 35, Section 3), time employed as an occasional RN and/or time employed in a position excluded from the bargaining unit.
Service Date:	The RN's original hire date to the Hospital, less any unpaid LOAs and/or less any time absent from employment before reinstatement or rehire (excluding LOAs with benefits and seniority, [Article 29, Section 3,B.3]).
Supervisory Employee:	An employee having authority, in the interest of the Hospital, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees, or responsibly direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
Traveler:	Traveler personnel are used to staff clinical positions for assignments of up to thirteen (13) weeks duration and are contracted with through companies that have been approved by Administration. Traveler assignments may be renewed as needed based on management decision.
Weekend:	A consecutive Saturday and Sunday. For the night shift only, the weekend will begin at the start of the RN's shift on Friday and terminate at the end of her/his time worked on Sunday.
Weekend Off:	A consecutive Saturday and Sunday in which the RN is relieved of all employment obligations. For the night shift the weekend off will be a consecutive Friday and Saturday.
Work Off Site:	When an RN performs assigned work, including telephoning staff or patients, at a site other than an assigned work location.
Work Station:	2-digit code indicating the type of work you are doing, e.g.: AD, EL.

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**ECH Economic Last, Best and Final Offer
Unilaterally Imposed
October, 2010**

ARTICLE 11

Differentials

Section 1 - Shift Differentials

C. Hours On Which Differentials Are Paid

1. Differentials Paid On:

Shift differentials will be paid only on patient care, administrative (AD), education (ED) and new training (NT) time.

2. Differentials Not Paid On:

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

Section 4 - Per Diem Differentials

A. A per diem Level I RN will receive a twenty percent (20%) differential.

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

ARTICLE 12

Holidays

Section 2 - Holiday Premiums

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

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

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

An RN who works any of the above holidays will be compensated at one and one-half (1 ½) times the RN's base hourly rate.

ARTICLE 15

Rest Between Shifts

Section 1 - Definitions

- A. There will no longer be a separate rate when an RN returns to work in less than eight (8) hours from the previous time worked (see Return in Less Than 12 hours).

Section 2 - Compensation

- A. Rest Between Shifts - Return in Less than Twelve (12) Hours

When the RN returns to work in less than twelve (12) hours from the previous time worked, she/he will be compensated at a rate of one and one-half (1 ½) times the RN's base hourly rate for all time actually worked, if this occurs at the request of the management representative. A minimum of two (2) hours pay at one and one-half (1 ½) times the RN's base hourly rate will be guaranteed.

- B. Rest Between Shifts - Return in Less than Eight (8) Hours

There will no longer be a separate rate when an RN returns to work in less than eight (8) hours from the previous time worked (see Return in Less Than 12 hours).

ARTICLE 16

Wages

Section 2 - Wage Ranges by Classification and Step

Effective April 17, 2011

Classification/Step	1	2	3	4	5	6	7	8	9
<u>Range 1</u>	Blank	46.82	Blank	Blank	Blank	Blank	Blank	Blank	Blank
Clinical Nurse I									
<u>Range 2</u>	Blank	49.16	51.05	53.15	55.31	7.54 5	59.79	63.49	64.76
Cardio-Pulmonary Educator Child Birth Educator III Clinical Nurse II Community Nurse Educator Geriatric Nurse Counselor Lactation Counselor Parenteral Services Nurse									
<u>Range 3</u>	Blank	51.63	53.61	55.82	58.07	60.40	62.79	66.65	68.00
Clinical Nurse III Diabetes Educator General Clinical Educator Lactation Consultant Nursing Educator Patient Care Assessment Coordinator Program Coordinator Quality Assurance & Staff Development Coordinator Wound and Ostomy Nurse									
<u>Range 4</u>	Blank	54.19	56.28	58.61	60.97	63.44	65.92	70.00	71.39
Nursing Unit Coordinator									
<u>Range 5</u>	Blank	59.76	62.07	64.61	67.22	69.94	72.67	77.17	78.71
Clinical Nurse Specialist Nurse Practitioner									

ARTICLE 18

Flexible Benefits Plan

Section 2 - Medical Care Insurance

B. Premium Paid by the RN

The RN will receive a flex credit equal to ninety percent (90%) of the Option A premium for the RN, RN and spouse or registered domestic partner, RN and child or child of registered domestic partner, or RN and family (including registered domestic partner and child[ren] of registered domestic partner). RNs in 0.4 work status will receive prorated flex credits based on their 0.4 work status.

C. Option D Flex Credit

If the RN chooses Option D, the RN will receive a flex credit of Fifty Dollars (\$50.00) per pay period . For part-time RNs, the credit is prorated based on work status.

Section 3 - Dental Care Insurance

B. Premium Paid by the RN

The RN will receive a flex credit equal to ninety percent (9%) of the Option A premium for the RN, RN and spouse or registered domestic partner, RN and child or child of registered domestic partner, or RN and family (including registered domestic partner and child[ren] of registered domestic partner). RNs in 0.4 work status will receive prorated flex credits based on their 0.4 work status.

C. Option D Flex Credit

If the RN chooses Option D, the RN will receive no flex credit.

Section 7 - Vision Care Coverage

B. Premium Paid by the RN

1. The RN will receive a flex credit equal to one hundred percent (100%) of the Option A premium for the RN.

2. The RN will receive additional flex credit equal to ninety percent (90%) of the incremental charge of the Option A premium for the RN's spouse or registered domestic partner, RN and child or child of registered domestic partner, or RN and family (including registered domestic partner and child[ren] of registered domestic partner). RNs in 0.4 work status will receive prorated flex credits based on their 0.4 work status.

ARTICLE 20

Paid Time Off (PTO)

Extended Sick Leave (ESL)

Section 1 - Accrual of Paid Time Off (PTO)

A. **Accrual of PTO**

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

B. **PTO Accrual Schedule**

Accrual schedule is as follows:

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

To calculate the PTO accrual/pay period, total the number of hours worked (including eligible overtime), plus HC hours and PTO hours. Multiply the total hours by the applicable factor to determine the hours of PTO accrued in the pay period, e.g.: 0.6 RN with 5 years service: 37 hours worked, 6 hours overtime, 3 hours HC, 8 hours PTO = 54 hours x 0.1519 = 8.20 hours PTO accrued.

C. **Maximum PTO Accrual**

A maximum of three hundred fifty (350) hours may be accrued.

Section 3 - Redemption of PTO

A. Shift Differential and PTO

PTO is paid at the RN's base hourly rate. No shift differential is paid on PTO.

B. Cash Out for PTO

See Human Resources PTO Cash Out Policy and Procedure #_____.

C. PTO Pay Out on Termination

2. Shift Differential on PTO Pay Out

PTO is paid at the RN's base hourly rate. No shift differential is paid on PTO.

Section 6 - Redemption of ESL

B. Compensation Rate

2. Shift Differential Paid on ESL

ESL is paid at the RN's base hourly rate. No shift differential is paid on ESL

ARTICLE 21

Retirement Benefits

Section 5 - Tax-Deferred Annuity Plans [IRC403(b)] (TDAs)**

B. Matching Funds by the Hospital

1. If the RN with one (1) or more years service (calculated by the service date) in the Cash Balance Retirement Plan and she/he participates in a TDA, the Hospital will match contributions up to a maximum of four percent (4%) of pay after one (1) year of employment (1000 hours) at the Hospital.
2. Additional matching funds will no longer be paid for RNs with more than fourteen (14) years of service.
3. Additional matching funds will no longer be paid for RNs with more than twenty (20) years of service.

ARTICLE 23

Benefits

Section 3 - Adjustment of Benefits for Part-time RNs

Quarterly adjusts are eliminated. Adjusts are no longer applicable under PTO provisions.

APPENDIX B

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

Dates for Quarterly Benefits Adjustments for Part-Time RNs

Not applicable.

Professional Resource for Nurses

4320 Stevens Creek Blvd. #128

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