

# **AGREEMENT**

**between**

**SUTTER DELTA MEDICAL CENTER**

**and**



**CALIFORNIA NURSES ASSOCIATION**

**October 1, 2013 to December 31, 2015**

**California Nurses Association  
2000 Franklin Street  
Oakland, CA 94612  
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[www.calnurses.org](http://www.calnurses.org)**



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**THIS AGREEMENT** is made and entered into this 1st day of September, 2011 by and between **SUTTER DELTA MEDICAL CENTER**, hereinafter referred to as the “Hospital,” and **CALIFORNIA NURSES ASSOCIATION**, hereinafter referred to as the “Association.”

### **PREAMBLE**

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

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

The Hospital, the Association and the Nurses are committed to the highest levels of patient care in terms of the patient’s health and safety.

### **SECTION 1. ASSOCIATION RECOGNITION**

The Hospital hereby recognizes the Association as the exclusive agent representing the Registered Professional Nurses covered by this Agreement for the purpose of collective bargaining.

### **SECTION 2. COVERAGE**

- A. Covered Nurses - The Nurses covered by this Agreement are all graduate, registered, professional Nurses employed by the Hospital, performing nursing services as hereinafter listed, and excluding only administrative or executive positions having authority to hire, discipline or discharge, or to determine personnel practices.
- B. New Job Descriptions - The Hospital will notify the Association in writing of any newly-created non-supervisory position requiring a current RN license, within fourteen days of establishing such position. Upon request of the Association, the Hospital will provide within fourteen (14) days of such request a copy of the job description for such position to the Association.

### **SECTION 3. NO DISCRIMINATION**

In accordance with State and Federal laws, it is the continuing policy of the Hospital and the Association that there shall be no discrimination in employment or conditions of employment based upon age, race, religion, color, national origin, ancestry, sex, disability as provided for under the Americans With Disabilities Act, or on account of membership in or activity on behalf of the Association.

#### **SECTION 4. ASSOCIATION MEMBERSHIP**

- A. All employed Nurses who can legally practice as Graduate Registered Nurses in the State of California shall be and remain members of the Association and if non-members are employed, they shall, as a condition of continued employment, become members of the Association within thirty (30) days after initial employment. Any Nurse who fails to become and remain a member of the Association in good standing shall be subject to dismissal within seven (7) days by the Hospital upon written request of the Association.
- B. Dues Check Off. The Hospital will deduct Association dues from the salary of each Registered Professional Nurse who submits a standard written authorization to the Hospital, setting forth uniform amounts and times of deduction. The Hospital will remit such amounts to the California Nurses Association, 2000 Franklin Street, Oakland, CA, 94612.
- C. Hold Harmless. The Association shall indemnify and hold the Hospital harmless against any and all claims, demands suits, legal proceedings or other form of liability that shall arise out of or by reason of action taken or not taken by the Hospital for the purpose of complying with any of the provisions of this Section or in reliance on any assignment furnished under such provision.
- D. Information to the Union. The Hospital shall provide for the Association a monthly list of newly hired Nurses and terminations. Such list will include the names, addresses and social security numbers. On the anniversary date of the contract, the Hospital will provide the Association with a master list of all Nurses employed during the year.
- E. Orientation. The Hospital shall schedule a thirty (30) minute period during each new Registered Nurse Orientation for a Nurse Representative or her/his designee to provide new members of the bargaining unit with information about the Contract and the Association. To the extent feasible, the Hospital will schedule orientation time during the Nurse's existing work schedule or the Nurse may utilize time provided under Section 29.D. Otherwise, the Nurse Representative or her/his designee must be on her/his own non-work time and is not eligible for payment by the Hospital.

#### **SECTION 5. CLASSIFICATIONS**

- A. Regular Full-Time Nurse. A regular full-time Nurse is defined as a Nurse who is regularly employed to work a predetermined work schedule of forty (40) hours per week.
- B. Regular Part-time Nurse. A regular part-time Nurse is defined as a Nurse who is regularly employed to work a predetermined work schedule of twenty (20) hours or more per week (forty (40) hours per bi-weekly pay period i.e. sixteen (16) hours the first week and twenty-four (24) hours the second week). Such Nurses shall receive prorated benefits as provided in this Agreement. Health Plan coverage shall be provided to regular part-time Nurses on the same basis as regular full-time Nurses.
- C. Per Diem Nurse. A per diem Nurse is defined below as either a short-hour or casual Nurse.

1. Short-hour Nurse. A short-hour Nurse is defined as a Nurse who is employed to work a predetermined work schedule of less than twenty (20) hours per week. A short-hour Nurse must be available to work a predetermined work schedule of less than 20 hours per week and must be available to work two shifts per four week schedule between Friday 11 p.m. and Monday 7 a.m.

A short-hour Nurse will be scheduled to work on at least one of the major holidays on a rotating basis.

Short-hour Nurses shall receive the per diem rate in accordance with the pay scale in Section 11-C.

2. Casual Nurse. A casual Nurse is defined as a Nurse who is employed to work on an intermittent basis or as an interim replacement. A casual Nurse must be available based on department need to work a minimum of three shifts per 4-week schedule, which shall include at least one weekend shift between Friday 11 p.m. and Monday 7 a.m., and on at least one of the specified holidays in this Agreement. Such casual Nurses shall receive the per diem rate in accordance with the pay scale in Section 11-C. The weekend shift availability commitment shall not be applicable to any casual Nurse hired into this status prior to November 28, 2000. Per Diem Nurses may elect to withhold their availability for no more than 3 pay periods annually.

## **SECTION 6. CHANGE IN CLASSIFICATION**

When a Nurse changes classification, the Nurse shall be subject to the following rules with respect to tenure steps and accumulation of fringe benefits:

### **A. Regular Full-time to Regular Part-time**

1. Stay in same tenure step.
2. Keep same anniversary date for tenure and benefits.
3. Carry over fringe benefit accumulation to date of change and; a. prorate fringe benefit accumulation after date of change if going to part-time. b. accumulate fringe benefits at full-time rate after date of change if going to full-time.

### **B. Regular (full-time or part-time) to Per Diem**

1. Stay in same tenure step.
2. Further tenure step movement on next anniversary date provided the Nurse works 1200 hours as required in anniversary year ending on such date. There shall be no more than one (1) tenure increase in any one (1) anniversary year.
3. Retain earned and accrued PTO for which the Nurse is eligible. The Hospital, at its discretion, may allow such PTO to be used or may pay in lieu thereof.

### **C. Per Diem to Regular (full-time or part-time)**

1. Stay in same tenure step.

2. Further tenure step movement on next adjusted anniversary date provided the Nurse works 1200 hours in anniversary year ending on such date. There shall be no more than one (1) tenure increase in any one (1) anniversary year.
3. Start fringe benefit accumulation at full-time or part-time rate as of date of change status. However, if the Nurse previously was a regular full-time or regular part-time Nurse at the Hospital with no break in service, the Nurse retains for fringe benefit accumulation the same date the Nurse had when a regular full-time or regular part-time Nurse but not to include the time worked as a Per Diem Nurse. The Nurse also in such cases retains any unused PTO or ESL accumulated while in regular full-time or regular part-time status.

## **SECTION 7. PROBATIONARY PERIOD**

Effective with the execution date of this Agreement, a probationary period of ninety (90) calendar days from the date of hire (but not less than forty-five (45) shifts) shall be established for new hires in regular full-time and part-time positions. The probationary period for New Graduate RNs (Staff Nurse I) will commence upon completion of the New Graduate Program. All other new hires shall have a probationary period of three hundred sixty (360) straight-time hours worked but no less than ninety (90) calendar days. During such probationary period, the Nurse may be discharged for any reason, which, in the opinion of the Hospital, is just and sufficient without recourse to the grievance procedure.

## **SECTION 8. SENIORITY**

### **A. Seniority Defined.**

1. For employees hired as RNs prior to October 1, 1992, seniority shall commence upon completion of the probationary period and shall be defined as length of service with the Hospital credited from the anniversary date of hire as adjusted by L.O.A. or layoff and unbroken except for resignation, discharge for just cause, twelve (12) consecutive months on layoff or failure to return at the conclusion of an approved leave of absence.
2. For employees hired as RNs on or after October 1, 1992, seniority shall commence upon completion of the probationary period and shall be defined as length of service within the Bargaining Unit, credited from the anniversary date within the Bargaining Unit as adjusted by leaves of absence or layoffs and unbroken except for resignation, discharge for just cause, twelve (12) consecutive months on layoff or failure to return at the conclusion of an approved leave of absence. Commencing October 1, 2003, previous Local 250 Bargaining Unit seniority earned while in the service of the Hospital in the capacity of an LVN will be counted at the rate of one year (and/or fraction thereof) of RN credit for each two (2) years (and/or fraction thereof) of LVN service in calculating the seniority of RNs except that full Sutter Delta credit will be applied for paid time off and eligibility for health and welfare benefits.



3. Prior service at Antioch Community Hospital and Delta Memorial Hospital will be deemed to be prior service at Sutter Delta Medical Center under this Agreement for the purpose of computing a Nurse's eligibility for the benefits provided herein.
  4. All continuous service as an employee of Sutter Delta Medical Center will be used for the purpose of computing a Nurse's eligibility for the benefits provided herein (PTO, health program, pension).
- B. Eligibility. All Nurses shall accrue seniority, regardless of classification. However, a per diem Nurse shall be credited with one (1) month of seniority for every one hundred (100) hours worked, not to be credited with more than one (1) year of seniority for every 1200 hours worked in a calendar year.
- C. Reduction of Staff.

Within this Agreement, "Department" and "unit" are used interchangeably to refer to identified work groups within the Medical Center; a "cluster" is a grouping of departments/units as designated in the Agreement for floating procedures, reductions in force, and other contractual provisions. Nurses will be floated within clusters as defined in the agreement.

1. Temporary Reduction in Staff. In the event of a temporary reduction of Hospital operations including unit closures of fourteen (14) days or less, seniority as defined above, shall apply if staff reductions within the affected unit(s) occur. However, affected staff within the affected unit(s) may elect to work on a reduced hour basis for a specified period of time. Nurses involuntarily reduced shall be offered work within the Hospital for which they are qualified, on the same shift as the Nurse was scheduled to work, that is being performed by travelers or registry, excluding overtime shifts. The Hospital shall train Nurses to perform work within other units and their own cluster upon the request of the individual Nurse and based on operational need.
2. Permanent Reduction in Staff.
  - (a) Thirty (30) days prior to a reduction in force, the Hospital and the Association shall meet and confer about the impact of such a reduction. A process review committee will be established and be composed of management and Nurses appointed by CNA, including the CNA labor representative, to implement the layoff. Within the thirty (30) day period discussions, Nurses' notice of preference, schedule posting time, and layoff notice time will be completed. Layoff will be implemented any time after the 30th day.
  - (b) A Nurse who is laid off shall be given two (2) weeks notice of such layoff or pay in lieu of notice for all hours for which the Nurse would have been regularly scheduled during the two (2) week period following the notice of layoff.

- (c) If a position of at least the equivalent number of hours for which the Nurse is qualified is not available, such Nurse(s) may elect to displace a less senior Nurse in his/her unit of the Medical Center with the number of hours closest to those that the Nurse subject to layoff is losing.
- (d) The order of layoff is:
  - i. All Registry and Travelers shall be the first to be laid off;
  - ii. Probationary per diem Nurses;
  - iii. Probationary regular full-time and part-time Nurses;
  - iv. Casual Nurses filling temporary positions scheduled for twenty (20) or more hours per week.
  - v. Post probationary short-hour Nurses in their own positions or filling temporary positions scheduled for twenty (20) or more hours per week;
  - vi. Nurses who are now short hour Nurses as a result of layoff and are awaiting recall to regular full time or part time positions;
  - vii. Post probationary regular full-time and part-time Nurses.

Any Nurse subject to layoff may choose casual status, except probationary benefited Nurses who have not completed orientation and all probationary per diem Nurses.

- (e) Thirty first step in a permanent reduction in force shall occur by cluster by shift. Clusters shall be defined as follows:

OPCU/Telemetry  
 CCU  
 SCU/Med-Surg  
 Emergency Services  
 ACU  
 PACU  
 Operating Room  
 GI Lab  
 Women's and Children's Division: L&D, OB/GYN, NICU, Pediatrics  
 Cardiac Cath Lab/Intervention Radiology

- (f) Nurses who are displaced from their units and shift shall have a preference by seniority for any position in the Hospital for which the Nurse is qualified after a reasonable orientation period.
- (g) A reasonable orientation period shall be defined as a minimum of five (5) eight-hour shifts or a maximum of ten (10) eight-hour shifts. A Nurse's orientation shall not be interrupted by assigning that Nurse to other duties in the Hospital, except in a bona fide emergency. Time spent assigned to other duties shall not be counted as part of the orientation period.

D. Recall. Recall to work shall be in the reverse order of layoff; the last Nurse laid off shall be the first Nurse recalled. No new Nurses shall be hired until all laid off Nurses are given an opportunity to return to work. Nurses laid off, or Nurses transferred to another area as a result of layoff, shall be returned to their former positions, if available, on a

seniority basis, if the Nurse so requests. If the position is not available, the Nurse shall be given the first opportunity on a seniority basis, to fill a vacancy in any department for which the Nurse is qualified after a reasonable orientation period.

A Nurse recalled to work shall be notified by the Hospital by certified mail of the availability of a position. The Nurse must return to work within fifteen (15) days of acceptance of the position. Recall rights will remain in effect for a maximum of twelve (12) months from the date of layoff, or at the time the Nurse accepts a position.

E. Daily Cancellations. Should the Hospital determine that it is necessary to cancel staff for a shift or shifts within a particular unit then the following procedure will be followed:

1. Registry and Traveler RNs.
2. Volunteers who have signed up will be asked in seniority order, starting with the most senior employee.
3. RNs will be cancelled starting with the least senior in the following order:
  - (a) Overtime shifts.
  - (b) Casual RNs working an extra shift.
  - (c) Short hour RNs working an extra shift.
  - (d) Part-time and full-time RNs working an extra shift.
  - (e) Casual RNs.
  - (f) Short hour probationary RNs.
  - (g) Part-time and full-time probationary RNs.
  - (h) Short hour RNs.
  - (i) Regular part-time RNs and regular full-time RNs.

The Medical Center shall make reasonable efforts to utilize Registered Nurses who would otherwise be cancelled from their assigned shifts. These efforts may include and not be limited to cross training and alternate assigned modules, based upon operational need.

Provided that the Charge Nurse shall be the last cancelled by the Hospital within the unit, except in those circumstances when the Charge Nurse is not working in the Charge Nurse's home department, in which case the Charge Nurse would be cancelled in seniority order. This provision does not affect each Charge Nurse's ability to request and be granted self-cancellation provided that a qualified Relief Charge Nurse is readily available to assume the role.

Newly hired RNs who have not completed orientation shifts will be exempt from daily cancellations.

Once cancelled, RNs shall be called back in the reverse order of cancellation.

- F. **Extra Shift.** An “extra” shift is defined as any shift exceeding one’s designated number of shifts, except that an “extra” shift for a casual RN is defined as any shift beyond the third shift per schedule. Volunteering to work an “extra” shift obligates the Nurse to work only in the Nurse’s primary cluster(s). If the Nurse is not needed to work in his/her “home” cluster on an “extra” shift, then he/she will be notified prior to the start of the shift and will be given the option to be canceled or float to another unit if qualified, willing and needed in the other unit. Nurses volunteering for “extra” shifts may be required by the Hospital to House Float, as defined by the Hospital’s policies. RNs covered under this agreement will be offered extra shifts before registry and travelers. Extra shifts will be offered to Nurses by seniority in the following order:
- a. Regular Full Time and Part Time RN;
  - b. Short Hour RN;
  - c. Casual and Temporary RN;
  - d. Part Time and Full Time Probationary RN;
  - e. Short Hour Probationary RN;
  - f. Traveler and Registry RN.
- G. The Association shall be provided with a seniority list during October. Nurses shall be listed by department, hire date and seniority.
- H. The Hospital shall post on unit bulletin boards the correct staffing ratios that are legally applicable and in effect, as such ratios may be amended from time to time.
- I. The Hospital shall assign shifts to Nurses on the schedule to meet appropriate staffing levels, including applicable staffing ratios, in the following order:
- a. Regular benefited Nurses working up to their FTE;
  - b. Per Diem Nurses working up to their FTE status;
  - c. Regular Nurses requesting extra, non-overtime shifts;
  - d. Per Diem Nurses requesting extra non-OT shifts;
  - e. Casual and Temporary Nurses;
  - f. Registry and Travelers.

## **SECTION 9. VACANCIES AND PROMOTIONS**

- A. **Posting.** Registered Nurse positions under this Agreement which are vacant or newly created shall be posted on the bulletin board for five (5) days. Nurses shall have until 5:00 PM on the seventh (7th) calendar day after the posting was commenced to submit applications.

The Hospital posts all open position on the bulletin board next to the Human Resource department as well as on the internet at [www.sutterdelta.org](http://www.sutterdelta.org).

- B. Preference to Filling Vacancies. Regular full-time and part-time Nurses employed by the Hospital may apply for such vacant or newly created position and shall be given preference in filling such vacancy on a seniority basis, provided (1) the Nurse is qualified to fill the vacant position, and (2) approval of the application will not adversely affect patient care.
- C. Upon approval of a Nurse's application for a vacant or newly created position, the Nurse shall fill the position not later than thirty (30) days following approval unless extended, in writing, by mutual agreement.
- D. Notice to the Association. The Hospital shall provide notice to the Association of any vacancy which remains unfilled after thirty (30) days. Positions which are eliminated by the Hospital shall require thirty (30) days advance notice to the Association of such anticipated action. Upon notice of either of the above, the Association may request to meet with Hospital representatives to discuss the situation.

#### **SECTION 10. INTER-AFFILIATE EMPLOYMENT**

An advantage of being affiliated with a multi-hospital system is expanded employment opportunities. Once a Nurse from another Sutter Health Affiliate is hired by the Hospital, their system wide seniority for benefit purposes will be used by the Hospital, consistent with the Inter-Affiliate Employment Policy. For reduction in force, recall, or bidding, only Hospital seniority shall be used.

**SECTION 11. COMPENSATION**

A. The minimum rates of pay for the classification set forth below shall be as follows:

<b>Year 1 Eff 07/1/2013</b>	<b>Start</b>	<b>After 1 Yr</b>	<b>After 2Yr</b>	<b>After 3 Yr</b>	<b>After 4 Yr</b>	<b>After 8 Yr</b>	<b>After 10 Yr</b>	<b>After 14 Yr</b>	<b>After 15 Yr</b>	<b>After 20 Yr</b>	<b>After 25 Yr</b>
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>
<b>SN1</b>	\$48.26										
<b>SN 2</b>	\$51.62	\$53.17	\$54.76	\$56.40	\$58.10	\$59.26	\$60.44	\$61.65	\$62.89	\$64.14	\$65.43
<b>SN 3</b>	\$53.69	\$55.30	\$56.96	\$58.66	\$60.42	\$61.63	\$62.87	\$64.12	\$65.41	\$66.71	\$68.05
<b>Staff Nurse Float</b>	\$54.62	\$56.17	\$57.76	\$59.40	\$61.10	\$62.26	\$63.44	\$64.65	\$65.89	\$67.14	\$68.43
<b>Charge Nurse</b>	\$55.74	\$57.41	\$59.14	\$60.91	\$62.74	\$63.99	\$65.27	\$66.58	\$67.91	\$69.27	\$70.65
<b>Staff Nurse II Per Diem</b>	\$64.52	\$66.07	\$67.66	\$69.30	\$71.00	\$72.16	\$73.55	\$74.55	\$75.79	\$77.04	\$78.33
<b>Year 1 Eff 07/1/2014</b>	<b>Start</b>	<b>After 1 Yr</b>	<b>After 2Yr</b>	<b>After 3 Yr</b>	<b>After 4 Yr</b>	<b>After 8 Yr</b>	<b>After 10 Yr</b>	<b>After 14 Yr</b>	<b>After 15 Yr</b>	<b>After 20 Yr</b>	<b>After 25 Yr</b>
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>
<b>SN1</b>	\$49.23										
<b>SN 2</b>	\$52.65	\$54.23	\$55.86	\$57.53	\$59.26	\$60.45	\$61.65	\$62.88	\$64.15	\$65.42	\$66.74
<b>SN 3</b>	\$54.76	\$56.41	\$58.10	\$59.83	\$61.63	\$62.86	\$64.13	\$65.40	\$66.72	\$68.04	\$69.41
<b>Staff Nurse Float</b>	\$55.65	\$57.23	\$58.86	\$60.53	\$62.26	\$63.45	\$64.65	\$65.88	\$67.15	\$68.42	\$69.74
<b>Charge Nurse</b>	\$56.86	\$58.57	\$60.32	\$62.13	\$64.00	\$65.28	\$66.58	\$67.91	\$69.28	\$70.66	\$72.08
<b>Staff Nurse II Per Diem</b>	\$65.82	\$67.40	\$69.02	\$70.69	\$72.43	\$73.61	\$74.81	\$76.05	\$77.31	\$78.59	\$79.90
<b>Year 1 Eff 07/1/2015</b>	<b>Start</b>	<b>After 1 Yr</b>	<b>After 2Yr</b>	<b>After 3 Yr</b>	<b>After 4 Yr</b>	<b>After 8 Yr</b>	<b>After 10 Yr</b>	<b>After 14 Yr</b>	<b>After 15 Yr</b>	<b>After 20 Yr</b>	<b>After 25 Yr</b>
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>
<b>SN1</b>	\$50.21										
<b>SN 2</b>	\$53.71	\$55.32	\$56.97	\$58.68	\$60.45	\$61.65	\$62.88	\$64.14	\$65.43	\$66.73	\$68.07
<b>SN 3</b>	\$55.86	\$57.53	\$59.26	\$61.03	\$62.86	\$64.12	\$65.41	\$66.71	\$68.05	\$69.41	\$70.80
<b>Staff Nurse Float</b>	\$56.71	\$58.32	\$59.97	\$61.68	\$63.45	\$64.65	\$65.88	\$67.14	\$68.43	\$69.73	\$71.07
<b>Charge Nurse</b>	\$58.00	\$59.74	\$61.53	\$63.37	\$65.28	\$66.59	\$67.91	\$69.27	\$70.67	\$72.07	\$73.52
<b>Staff Nurse II Per Diem</b>	\$67.13	\$68.74	\$70.40	\$72.10	\$73.87	\$75.08	\$76.31	\$77.57	\$78.86	\$80.16	\$81.50

All wage and other pay increases are to commence at start of payroll period closest to the specified date.

B. Tenure Increases. Increases in accordance with tenure of service, as defined in the above salary schedule, shall be applied in all instances. Nurses with regular full- time or part-time experience, or its equivalent, at accredited U.S. or Canadian acute care hospitals, accumulated within ten (10) years prior to employment at Sutter Delta Medical Center, shall be given credit on the salary scale for each year of such experience, up to the fifth year step.

C. Per Diem Nurse Rate. Per diem Nurses shall receive 25 % above Staff Nurse II step 1 per hour, and shall receive no fringe benefits except as provided in Section 11(E) and 14(E) and Section 20 (if they qualify per the plan documents).

D. Shift Differentials.

1. Differentials. All Nurses who are assigned to the evening or night shift work shall receive in addition to the appropriate salary specified for day shift work in Paragraph "A" a shift differential as follows:

Evenings	\$3.50/hr
Nights	\$6.00/hr

2. Definitions. In determining whether a regular shift worked by a Nurse is a day shift, for which no shift differential is paid, or a p.m. or night shift, for which a shift differential is paid, the following will govern:

- (a) If four or more hours of the shift worked fall between 7:00 a.m. and 3:00 p.m., the shift is a day shift.
- (b) If four or more hours of the shift worked fall between 3:00 p.m. and 11:00 p.m., the shift is a p.m. shift.
- (c) If four or more hours of the shift worked fall between 11:00 p.m. and 7:00 a.m., the shift is a night shift.
- (d) In exception to the foregoing, any regular eight (8) hour shift commencing on or after 10:00 a.m. shall receive the appropriate shift differential for all hours worked after 3:30 p.m.

Nurses who receive a shift differential shall receive their differential pay for PTO time, ESL hours, funeral leave, educational leave, in-service education, and jury duty.

E. Standby and Call-back Pay. Nurses on standby shall be compensated at the rate of one-half (1/2) their base hourly rate for each such hour of scheduled standby assignments. The standby rate for designated holidays only shall be three-quarters (3/4) of their base hourly rate.

When called, Nurses shall be compensated for such "call-back" time at the rate of time and one-half (1-1/2) their base hourly rate of pay. The call back rate for designated holidays listed in this Agreement only shall be two (2) times their base hourly rate of pay.

When so called, Nurses will be guaranteed a minimum of four (4) hours pay.

Nurses shall not pyramid standby pay with any other compensation such as regular overtime, call-back, or other premium pay.

- F. Not On Standby and Call-back Pay. If a regular full-time Nurse not receiving standby pay voluntarily comes back to work when called back outside of her/his scheduled hours of work s/he shall be paid no less than the equivalent of four (4) hours at time and one-half (1-1/2) his/her base hourly rate of pay.
- G. Registry Utilization. When a Sutter Delta Medical Center Nurse who has completed the probationary period is the only Nurse in a unit on that shift, s/he shall receive Charge Nurse pay for that shift, It is the intent that the Hospital shall not float regular full-time or part-time Nurses when there is a Registry Nurse on the unit.
- H. Transport. The Association recognizes and agrees that Hospital personnel assigned to accompany patients being transported to other facilities shall not be limited to Nurses covered by this Agreement. It is further recognized and agreed that Nurses assigned to perform transport services during the course of their shift shall receive their regular hourly rate, plus shift differential and overtime if applicable. However, Nurses who are called in to perform transport services shall receive \$150.00 per transport and said \$150.00 shall be the sole compensation payable to the Nurse. Thus, Nurses and the Association agree to waive all provisions of the Agreement including, but not limited to, reporting pay, wages and overtime.

The Hospital reserves the right to use the services of an outside agency or service exclusively or whenever it deems it necessary. However, should the Hospital utilize Nurses in accordance with the provisions of this Section, then the Hospital will endeavor to call Nurses who have signed up on the transport list in seniority order on a rotational basis.

Nurses who are on PTO or ESL time, leave of absence or are otherwise unavailable or have worked a double shift will not be called.

- I. No Other Premiums. No premiums or extra compensation, shall be paid to Nurses which are not specifically provided for in this Agreement, except a Nurse who is currently receiving a "4 for 5" or "3 for 4" premium will continue to receive such premium while that Nurse remains on his or her current shift. Nurses shall not be entitled to waive any premium or overtime provisions set forth in this Agreement.
- J. Relief Charge Nurse. Each unit and shift shall have an RN assigned to be in charge when more than two staff members are present. In the event a Charge Nurse is not available for any portion of a shift, or for a full shift, a Relief Charge Nurse will be assigned the Charge Nurse duties by the manager or designees. Any RN interested in assuming Relief Charge Nurse duties shall be provided the necessary training to fulfill the role, and assignment of a Relief Charge to a shift shall be by seniority order. All RNs so assigned shall receive additional compensation of \$2.50 per hour for all hours worked as a Relief Charge Nurse.



Relief Charge Nurses will be specifically designated and oriented prior to the shift on the assignment sheet by the manager or designee. Such designation and assignment will be voluntary, except that the Medical Center may assign the Relief Charge role to a regular Nurse on duty if no previously designated Nurse is available on duty on that shift in that unit. Registry/Traveler Nurses will be assigned the Relief Charge role only if regular unit staff RNs are not available, qualified or willing to assume the role. Eligibility for Relief Charge pay does not mean that the Nurse receiving this compensation is defined as a Charge Nurse for any other purpose.

- K. Float Pay. Regular full time, part time and short hour Nurses who float outside their regularly assigned unit shall receive \$2.00 per hour additional pay for each float hour worked. The following constitute Hospital nursing units for floating purposes as outlined in section 8.C.2.e.
- L. Preceptor Pay. The Hospital shall provide preceptor pay of two dollars (\$2.00) per hour for all hours worked in a Hospital designated preceptor role, or designated relief preceptor role, working with a new graduate, re-entry Nurse from a bona fide re-entry program, or with an employee hired or transferring into a specialty area who requires a formal preceptorship lasting more than two (2) weeks.
- M. National Certification Pay.
1. National Certification Pay is the non-prorated amount of \$750.00 per annum. National Certification Pay is paid out in June and December of each year. Completed applications and a copy of the current certification must be presented to the Nurse Manager of the departmental unit the employee works in by May 15 for processing in June and by November 15th for processing in December. This National Certification Pay shall become effective January 1, 2004.
  2. A Nurse assigned to work in more than one specialty area shall choose from among those areas the specialty in which he/she becomes certified.
  3. Nurses must apply each year even if the certification is valid for more than one year. If no certification currently exists in a Nurse's area of specialty, the Nurse may choose to acquire certification either as a CCRN or through the ANA Med-Surg certification exam.
  4. Below is the list of National Certifications recognized by the Hospital:
    - Operating Room Nurse (CNOR)
    - Post Anesthesia Nurse (CPAN)
    - Ambulatory Nurse (CAPA)
    - Critical Care Nurse (CCRN)
    - Medical/Surgical Nurse (RNC)
    - Emergency Nursing (CEN)
    - Enterostomy Therapy Nurse (CETN)
    - Oncology Certified Nurse (OCN)
    - Advanced Oncology Certified Nurse (AOCN)

- Obstetrics (RNC)
- Progressive Care Certified Nurse (PCCN)
- Pediatric Certified Nurse (PCN)
- Wound Care
- TNCC

Additions to the above list must be approved in writing by the Hospital Chief Nurse Executive.

## **SECTION 12. HOURS OF WORK**

A. **Workweek.** The workweek shall be designated by the Hospital and shall be a consecutive period of seven (7) calendar days, Sunday through Saturday.

B. **Overtime.**

1. The straight-time workweek shall be forty (40) hours, five (5) days per week. A straight-time day's work will consist of no more than eight (8) hours. If a Nurse is required to work in excess of forty (40) hours in any one (1) workweek or eight (8) hours in any one (1) work day, the Nurse shall be paid overtime at the rate of time and one-half (1-1/2) their base hourly rate.

Two (2) times the Nurse's base hourly rate of pay shall be paid for all hours worked in excess of twelve (12) consecutive hours in any one (1) work day.

Any Nurse performing work on the sixth (6th) consecutive day of work shall be paid at the rate of one and one-half (1-1/2) times their base hourly rate. Any Nurse performing work on the seventh (7th) consecutive day of work shall be paid at the rate of two (2) times their base hourly rate continuing until a day off is offered to the Nurse or the Nurse reaches the fourteenth (14th) consecutive day. On the fifteenth (15th) consecutive day, the "wage and hour computation clock" starts over again. The fifteenth (15th) consecutive day worked would not be a day on which an employee is paid a consecutive day's worked premium; the employee would be eligible for the consecutive day's worked premium again after working another six (6) or more consecutive days.

Managers and Supervisors are encouraged to offer employees a day off for periods of twenty-four (24) hours or more to minimize the frequency with which "consecutive days worked premiums" are paid by the Hospital. Employees who are offered a day off, e.g., twenty-four (24) consecutive hours off, and who voluntarily continue to work, will not be eligible for the consecutive days worked premium from that point forward; in other words, offering a full twenty-four (24) consecutive hours off whether taken or not stops the consecutive days worked premium pay. An employee may nevertheless be eligible for overtime compensation in accordance with other applicable provisions of the parties' collective bargaining agreement and/or FLSA, e.g., overtime for hours in excess of eight (8) in a day and in excess of forty (40) in a work week, etc. In no event

shall a Nurse's hourly rate exceed the double time rate of pay, plus any applicable shift differential.

There shall be no pyramiding of overtime pay or premium pay.

2. Mandatory Overtime.

- (a) All overtime worked by Nurses shall be on a voluntary basis, unless the overtime results from a declaration of emergency by any unit of federal, state or local government or is necessitated by unforeseen patient emergencies. Unforeseen patient emergencies shall not include core staffing deficits, staffing deficits caused by unscheduled absences, or spikes in patient census.
- (b) Except when the mandatory overtime is due to governmentally declared emergencies:
  - i. No Nurse shall be required to work mandatory overtime unless all other qualified Nurses currently on duty have been offered the work at double time, plus applicable differentials.
  - ii. No Nurse shall be required to work mandatory overtime more than twice in any four (4) week schedule.
  - iii. No Nurse shall be required to work more than four (4) hours of mandatory overtime at any one time.
  - iv. The Nurse shall be released as soon as the patient emergency is stabilized or at the end of the four hours of mandatory overtime, whichever is sooner.
  - v. All such hours shall be paid at double time plus applicable differentials.
- (c) In an effort to avoid mandatory overtime and/or to release Nurses from mandatory overtime as soon as possible, the Hospital shall make all reasonable efforts to secure staffing using other resources, including offering time and one-half (1-1/2) plus applicable differentials to off duty Nurses and contacting registry. Off duty Nurses will be contacted by seniority in the following order:
  - i. Off duty regular full-time and part-time Nurses by seniority.
  - ii. Off duty per diem Nurses by seniority.To facilitate the call in process, the Hospital shall create a call list whereby Nurses may indicate in writing the days and shifts they are never available to be called in. Nurses may amend their call in status at any time by seven (7) days written notice.

- C. Alternative Workweek. The above provision regarding overtime may be changed in order to accommodate a more flexible work schedule (i.e., an 80-hour work period) provided it is done so in writing and with the mutual agreement of the Hospital and the Association.
- D. Breaks. There will be two (2) fifteen (15) minute rest periods in each full-time shift.
- E. Weekends Off. Nurses shall receive every other weekend off unless an emergency exists. A weekend is defined as shifts from 11:00 p.m. Friday to 11:00 p.m. Sunday.
- F. Weekend Differentials. Nurses, except casual per diem Nurses, who work a shift or shifts on a weekend that they are not scheduled to work (the off weekend of every other weekend off) shall receive sixty dollars (\$60.00) per shift worked in addition to whatever pay they would otherwise receive.

The foregoing shall also apply to Nurses who work six (6) or more hours of a second consecutive shift on a week end that they are scheduled to work.

The Hospital will pay Nurses a premium of \$12.00 per shift for each scheduled weekend shift worked (the on weekend of every other weekend off).

The foregoing shall not apply to Nurses who volunteer for a weekend only schedule or who trade a day or days of their scheduled weekend off.

- G. Reporting Pay.
  - 1. A Nurse who reports to work as scheduled or called shall be entitled to half the scheduled day's pay or a minimum of four (4) hours of work or pay in lieu thereof at the base hourly rate, plus any applicable differentials
  - 2. Nurses who receive a late call from the Hospital to work a full shift shall be paid for eight (8) hours, if the Nurse reports for work within one and one-half (1-1/2) hours from the time the shift starts, provided the Nurse is available to work to the end of the shift involved.
- H. Rest Between Shifts. Each Nurse shall have an unbroken rest period of eleven and a half (11 ½) hours between shifts. All hours worked within the rest period shall be paid at the rate of one and one-half (1-1 /2) their base hourly rate.

A Nurse may waive this provision through a written waiver on file at the Nursing Administration Office.

Overtime or standby pay shall count as rest period for the purpose of paragraph one (1) above.

I. Distribution of Standby.

1. The most senior person may voluntarily sign for up to 5 call shifts per month, followed by the next most senior person who will voluntarily sign up for 5 call shifts per month. This process will continue according to seniority dates until all the Nurses have had their opportunity to volunteer for up to 5 shifts. After which time the process will begin again beginning with the most senior selecting voluntarily another 5 shifts of call and continue down seniority list until all shifts are filled.
2. If the call schedule is not complete after volunteers have signed up per procedure number one, then a call day/shift will be assigned to the least senior Nurse, the second open shift will be assigned to the next least senior Nurse, etc. This will continue up the seniority list to the highest senior Nurse and then will start over with the least senior person after all eligible RNs have been drafted. Each month's draft will begin where the previous month left off. This procedure will NOT start over with the least senior person each month. If an RN is on vacation, he/she will not be drafted, but upon returning to work, he/she will be the first to be drafted. The draft will resume where it previously left off. Per Diem RNs are not eligible for the draft.
3. Availability for call is submitted by staff as described above on a monthly basis. It is the responsibility of the RN to submit or decline voluntary call not later than the 45 days before the beginning of the call month.
4. Call schedule will be posted 30 days in advance.
5. A list of "assigned/draft call" will be kept so the next schedule requiring assignment versus volunteers can be used until the most senior person is used, then the list starts again with the least senior person.
6. RNs will not be allowed to take consecutive call shifts on weekdays or no more than two consecutive call shifts on the weekend. Exceptions will be made if call needs to be covered due to sick calls, medical leave of absence, vacation, lack of volunteers, or where necessary due to patient care needs (e.g. the Cardiac Catheterization Lab).
7. Part time RNs will be allowed to take consecutive call days if one of the days is a scheduled day off, i.e., there is time off for rest between call hours.
8. Call shifts will not exceed 8 hours on weekdays and 24 hours on the weekend (Saturday and Sunday) or Holiday. Exceptions will be made if call needs to be covered due to sick calls, medical leave of absence, vacation, lack of volunteers, or where necessary due to patient care needs.
9. The employer will make reasonable efforts to include off duty periods of uninterrupted eight-hour sleep cycles to ensure patient safety.

10. Per diem RNs may participate by volunteering for call shifts where they fall in line by seniority but are not required to participate. In the event of an emergency (such as a sick call, etc.), per diems may be called by phone and offered the available call day/shift based upon where they fall in seniority.
11. Changes to call schedules: Once the call schedule is posted, RNs are responsible for finding their own replacements in the event they cannot fulfill their requirements or wish to make a change. Call shifts may be traded or given away to persons of comparable ability. Changes must be approved by the director or their designee. When an RN is ill on a scheduled shift, they may not take the call. In such cases, a request for a volunteer will be made by seniority. If there are not volunteers, the call will be assigned on a rotating basis with the least senior and moving to the most senior as described in Paragraph 2 herein.
12. Holiday Call: Holiday call shall be assigned on a volunteer basis, if possible. Holiday call and the weekends around the holiday should be volunteered for on an equal basis. Those days not covered will be assigned as described in Paragraph 2 herein. Full time, Part Time, and Per Diem Nurses are required to be available for at least one major holiday call shift.
13. All changes to the posted Call schedule must have final approval from the manager or designee.

J. A. Floating Clusters.

Floating clusters will be established as follows:

1. OPCU/Telemetry
  2. CCU
  3. SCU/Med Surg
  4. Emergency Services
  5. ACU
  6. PACU
  7. Operating Room
  8. GI Lab
  9. Women's and Children's Division: Pediatrics, L&D, OB/GYN/NICU
  10. Cardiac Cath Lab/Interventional Radiology
- B. Floating will be within cluster to the extent possible.

C. Floating Outside of Clusters.

A nurse may volunteer to float out of a cluster by the mutual agreement of the Nurse and the receiving unit that the Nurse is competent to provide care on that unit.

Before requiring a Nurse to float out of a cluster, the Employer shall make all reasonable efforts to obtain volunteers or use float pool staff where possible. Where there are an insufficient number of volunteers, floating on an involuntary basis shall be in the following order:

- (a) Registry
- (b) Travelers
- (c) Nurses from another unit
- (d) Regular Full Time, Part Time, and Per Diem Nurses by inverse seniority on a rotating basis. It is understood that the order of floating for Per Diem Nurses shall be based on hours worked in accordance with Section 8.E. of the Agreement.

The Medical Center will make every reasonable effort to float Nurses no more than once per shift, other than to return to their home unit, and in no less than four-hour blocks. The Medical Center shall exercise reasonable efforts to match twelve-hour Nurses with twelve-hour shifts.

Exemptions: The following Nurses are exempt from floating:

- (a) Scheduled Charge Nurses
- (b) New employees within their probationary period
- (c) New graduates requiring a preceptor
- (d) A preceptor mentoring a new graduate or new employee
- (e) A Nurse working a double shift or daily overtime in excess of her/his regular hours
- (f) A Nurse who has been called in prior to the commencement of her/his regular shift early
- (g) If the reassignment of the Nurse causes disruption in the continuity of patient care. However, if it is the opinion of the floating RN, that continuity of care would not have been disrupted, the RN can ascertain her/his rights under the grievance process.

Notwithstanding any of the above provisions, a Nurse shall not be assigned to perform any nursing care activities that she/he is not competent to perform.

D. Float Pay.

Regular Full Time and Part Time Nurses who float outside their cluster shall receive \$2.00 per hour additional float pay for each float hour worked.

- K. **Time Keeping:** Time records should be accurate, but it is recognized that some timekeeping systems is based upon a designated portion of an hour rather than to the precise minute. The timekeeping system shall compute time for overtime purposes to the nearest one-quarter (1/4 hour). The Medical Center shall not modify a Nurse's time card without written authorization from the Nurse.

Attendance by a Nurse at a non-mandatory meeting only, on a day off shall not count as a day of work for the purpose of any premium rate for work on six (6) or more consecutive days.

### **SECTION 13. POSTING OF THE WORK SCHEDULE**

Tentative work schedules and days off shall be posted thirty (30) days in advance. Final work schedules shall be posted fourteen (14) days in advance. Once the final schedule is posted, all requests for a change in the schedule must be by mutual agreement between the Hospital and the Nurse. Scheduling requests and availability from casual Nurses shall be submitted not later than seven (7) days in advance of posting of the tentative work schedules.

### **SECTION 14. HOLIDAYS**

- A. **Recognized Holidays.** Upon completion of the probationary period, the following holidays shall be recognized for regular full-time or part-time Nurses:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Individual Nurse's Birthday
2 Float Holidays	

Pay for eligible Nurses observing the recognized holidays shall be from the Nurses' PTO bank.

- B. **Holiday Pay.** The Nurse shall be compensated for hours worked on the holiday at the rate of time and one-half (1-1/2) the Nurse's base hourly rate of pay.
- C. If a holiday falls on an eligible Nurse's regular day off, the Nurse shall be granted an additional day off as holiday time.
- D. Eligible Nurses shall receive one (1) of the three (3) major holidays off each year, Thanksgiving, Christmas, New Year's Day. Nurses shall designate which option they select not later than October 15 of each year and granting of such designated holiday off shall be subject to seniority and staffing needs.

For Night Shift Nurses only, major holiday off options are as follows: Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.



Night Shift Nurses designating the Eve of one of the aforementioned major holidays as their designated holiday time off shall be paid at their straight time rate for working on the day falling on the next consecutive shift.

- E. Holiday pay shall be paid for the major portion of the shift worked in the holiday period.

**SECTION 15. PAID TIME OFF (PTO) PROGRAM**

- A. Paid Time Off. A “bank” of Paid Time Off (PTO) hours will be accrued by full- time and part-time employees to provide paid time off from work for vacation, holidays, incidental sick days, or other reasons of personal necessity.
- B. Accrual and Use of PTO Hours. PTO accrual begins on the first day worked and is based on an accrual rate for each hour paid by the Hospital, except for overtime hours, and on Hospital requested flex days, up to a maximum of 80 hours per pay period. Accrued PTO may be used at a rate not to exceed the employee’s regularly scheduled hours each pay period, up to a maximum of eighty (80) hours per pay period. A Nurse who has worked a double shift and receives the next shift off as a result of having worked the double shift shall accrue PTO for the hours that would have been worked on that subsequent shift.
- C. Eligible employees maintain an individual bank of PTO hours accrued. As the employee uses approved PTO, this time is subtracted from the employee’s bank of accrued PTO hours. Payment for PTO time is made at the employee’s current base hourly rate of pay. Shift differentials shall be considered part of the employee’s current base hourly rate of pay.

- D. PTO Accrual Rate.

Years of Service

	<u>ANNUAL ACCRUAL</u>	<u>PAY PERIOD ACCRUAL</u>	<u>HOURLY ACCRUAL RATE</u>
During 1st Year	26 days	8 hours	0.10000
After 2nd Year	26 days	8 hours	0.10000
After 3rd Year	31 days	9.54 hours	0.11924
After 4th Year	31 days	9.54 hours	0.11924
After 5th Year	36 days	11.08 hours	0.13847
After 10th Year	41 days	12.62 hours	0.15769

- E. Prescheduled Use of Accrued PTO Hours. Eligible employees may begin to schedule and use PTO hours upon completion of the employee’s probationary period. The manager’s approval for use of PTO is required in advance, except in cases of unanticipated illness or bona fide emergency.

1. Annual bidding for vacation and other prescheduled PTO usage. Nurse(s) shall submit their preference for vacation or other prescheduled PTO purposes during the annual bidding period between January 1 and January 31 of each year for vacation and prescheduled PTO usage between May 1 of that year through April

30 of the following year. On March 1 of each year, the Hospital shall post an approved vacation and other preapproved PTO schedule. Vacation requests shall not be unreasonably denied.

If staffing and patient care requirements do not permit all Nurses requesting a certain vacation preference to take their vacation over the same time period, RN seniority shall be the determining factor within a unit.

Each employee is encouraged to take five (5) consecutive calendar days off in a single block at least once each calendar year. The scheduled hours missed will be taken as PTO days, provided the employee has sufficient hours in his/her PTO bank.

2. Requests for PTO after annual scheduling period. Additional requests for PTO that are submitted after the defined request period for use during that May-April period will be awarded by seniority within fourteen (14) days of the request. Requests will not be unreasonably denied, provided such requests are submitted thirty (30) days in advance of the posting of a final schedule that includes the requested day(s). The Hospital will abide by department policies in granting PTO requests and shall attempt to grant PTO requests in a fair and equitable manner.
  3. Use of PTO for float holidays. Eligible Nurses shall be eligible for two (2) float holidays per year. The Hospital and the Nurse shall, thirty (30) days in advance of the posting of the final schedule, agree on the days which shall be taken by the Nurse as the float holidays. Requests for float holidays shall not be unreasonably denied.
  4. Use of PTO for birthday holiday. Nurses eligible for a birthday holiday shall give notice thirty (30) days in advance of the posting of the final schedule to the Nursing Manager. However, a Nurse may schedule their birthday holiday for an alternative day provided such day is agreeable to the Hospital.
- F. Use of PTO for Unscheduled Absence. A Nurse requesting PTO for unanticipated illnesses or emergencies must notify their immediate manager or designee as soon as possible in accordance with current department policy.
- G. The Hospital may, at its discretion, deny to any employee PTO during any work stoppage, strike, work slowdown or other job action (such as a sickout, refusal to work assigned duties, or other similar concerted activity) against the Hospital by its employees or during any bona fide emergency for which the Hospital deems it necessary to have its employees work.
- H. PTO Cashout: Nurses may elect during the calendar year, on a voluntary basis, to cash out accrued PTO provided that there remains at least eighty (80) hours in the Nurse's PTO bank. Voluntary cash outs will be processed on or about April and October and will be subject to a 6% IRS imposed penalty.

- I. PTO Cap. The maximum accumulation of PTO shall be 400 hours. Thereafter, when a Nurse's PTO accrual reaches 400 hours, no further PTO hours will be accrued by the Nurse until the accrued hours are below 400. Within 30 days from ratification Nurses with accrued Paid Time Off in excess of 328 hours will receive a one-time cash-out down to 328 hours.
- J. PTO Payoff. Accrued PTO will be paid off with the final pay check or during the pay period where an employee changes status to a benefit ineligible position.
- K. Transfer for Hardship Reasons. A Nurse may request a "transfer" of PTO hours to another Nurse who is experiencing a hardship and who has exhausted his/her PTO bank. A Nurse is not taxed on transferred PTO hours, but must maintain at least forty (40) hours in his/her own PTO bank in order to transfer any hours.

**SECTION 16. EXTENDED SICK LEAVE (ESL)**

- A. Eligibility. Full-time and part-time employees are eligible for Extended Sick Leave (ESL).
- B. Accrual of ESL Hours.
  - 1. Eligible employees shall accrue ESL at a rate of .027 for each "eligible hour" paid to a maximum of eighty (80) hours per pay period. "Eligible hours" are defined as all hours paid by the Hospital, except for overtime hours. A Nurse who has worked a double shift and receives the next shift off as a result of having worked the double shift shall accrue ESL for the hours that would have been worked on that subsequent shift. In addition, an employee receiving disability benefits shall not accrue ESL on hours paid for State Disability or Worker's Compensation.
  - 2. The maximum ESL accrual for any employee is 800 hours.
- C. Use of Accrued ESL Hours.
  - 1. Eligible employees may begin to use accrued ESL hours effective the pay period following the date which the employee completes the probationary period.
  - 2. A three (3) calendar day waiting period for the use of ESL exists. PTO hours may be used to cover the regularly scheduled hours unpaid during the waiting period of ESL benefits.
  - 3. Upon termination, ESL accrual is not paid to an employee except as provided in Section 16.G (ESL Cash Out). If the employee is rehired to benefited status within one year of his/her termination, accrued ESL shall be credited to the employee unless previously cashed out as provided in Section 16.G (ESL Cash Out).

4. To obtain ESL pay, all employees must comply with Hospital's policy guidelines for Extended Sick Leave, including departmental notification, physician documentation, and timesheet designation.
- D. An employee is eligible to be paid ESL beginning on the fourth consecutive workday of illness/injury or the first day of hospitalization or the first day of work related injury.
  - E. The Hospital reserves the right to require acceptable proof of illness after the second day.
  - F. A Nurse entitled to State of California Disability Insurance or Workers' Compensation payments shall draw a portion of the Nurse's unused PTO/ESL which, when added to disability payments, will equal but not exceed the Nurse's base hourly rate of pay for the period of the Nurse's illness.
    1. An employee may elect not to utilize his/her accrued PTO benefit in accordance with the above provision by giving written notice of such election to the Human Resources Director prior to exhaustion of the employee's accrued ESL time.
  - G. ESL Cash Out. A Nurse with ten (10) or more years of continuous service may convert accrued but unused ESL hours to pay at the rate of three (3) days ESL to one (1) day's pay in the event of retirement or resignation from the Hospital. The maximum payout for any Nurse under this provision is as follows:
    1. At least ten (10) years continuous service = maximum ten (10) days pay.
    2. At least fifteen (15) years continuous service = maximum fifteen (15) days pay.
    3. At least twenty (20) years of continuous service = maximum twenty-five (25) days pay.

**SECTION 17. FUNERAL LEAVE**

Upon completion of the probationary period, a regular full-time or part-time Nurse shall be allowed up to three (3) working days off with pay to attend the funeral of his/her spouse, parent, current step parents, child, father-in-law, mother-in-law, grandparents, grandchild, brother and sister, or domestic partner as defined in the Hospital's Health Benefits Program. The three (3) days to be the day before the funeral, the day of the funeral and the day after the funeral or the two (2) days before the funeral and the day of the funeral or the day of the funeral and the two (2) days after the funeral provided that Nurse was scheduled to work. Notice will be given to the Hospital prior to commencing such leave. The Nurse shall also be eligible for an additional two (2) weeks leave of absence, without pay, in conjunction with funeral leave, provided the Nurse attends the funeral and there is evidence (such as extensive travel, etc.) that such leave is necessary.

## **SECTION 18. JURY DUTY**

- A. **Compensation.** Upon completion of the probationary period, a regular full-time or part-time Nurse who is called to jury duty will be paid the difference between any jury pay received and the Nurse's normal straight time earnings for the regular hours the Nurse would have worked but for the jury duty. As a condition of payment by the Hospital, the Nurse must notify the Hospital as soon as reasonably possible after the Nurse receives notice to report.
- B. **Proof of Jury Service.** Also, as a condition of receiving jury pay, the Nurse must produce a receipt from the court clerk that the Nurse has been called or served including telephone standby, if such receipts are provided.
- C. **Telephone Standby.** A Nurse who has been placed on telephone standby shall notify the department manager of such standby as soon as reasonably possible of such standby and shall, upon request, report for work subject to such standby obligation.

If a night shift Nurse on telephone standby calls the court in the evening and is advised to call the next morning for possible jury service that day, s/he will be released from the intervening night shift.

- D. **Excuse from Duty.** If a Nurse is excused from jury duty in time to complete all or a portion of a shift, the Nurse will contact the Hospital by telephone and, if requested, report to the Hospital promptly to complete the shift.
- E. **Return to Work on PM and Night Shift.** Nurses who work on the PM or night shift who have spent more than four (4) hours in jury service during the day are not required to call in or report for work on the evening or night of the same day. The Nurse may contact the Hospital when available and report to work if requested to do so at the Nurse's option. In the event that a combination of service on jury duty and hours worked at the Hospital exceeds a normal forty (40) hour work week, the Hospital will use its best efforts to grant the Nurse the weekend off if such Nurse is scheduled to work the weekend.
- F. **Witness Pay.** A Nurse who loses work time as a result of being called as witness on behalf of the Hospital, or in response to a subpoena to testify' in connection with a patient care issue arising at the Hospital, shall be eligible for jury duty pay under the terms and conditions of this Section.

## **SECTION 19. HEALTH PLAN**

Effective January 1, 2014 the Medical Center shall provide the standard SutterSelect East Bay Region health plan benefit programs (i.e. medical, dental, and vision). The Hospital reserves the right to change health, dental, and/or vision plans during the term of this Agreement, provided the benefits and services covered shall be maintained at a level substantially equivalent in the aggregate to the benefits and service in place as of January 1, 2014.

A. Health Plan Premiums:

Premiums Contributions: Employees who elect the EPO plan for themselves, their spouse and/or their dependents shall pay 0% of monthly premiums. Employees who elect the PPO plan for themselves, their spouse and their dependents shall pay 15% of monthly premiums.

B. Dental Plan Premiums:

Premium Contributions: Eligible employees may elect to cover themselves, their spouse, and/or their eligible dependents. Delta Care and Delta Preferred plans will be offered at no cost. Employees electing the Premier plan shall pay the cost difference between the Preferred and Premier plans.

C. Vision Plan Premiums:

Premium Contributions: The Medical Center will continue to enroll all eligible Nurses covered by this agreement in a basic Vision plan. Nurses will also have access to a Buy Up Vision Plan with a cost share equal to the difference in cost between the Basic and Buy Up Plan.

D. The Hospital will continue to provide health coverage as described in this section for a disabled benefited full-time or part-time Nurse for a maximum of twelve (12) months from the date of a work-related injury. Nurses are not required to integrate PTO during the period of such disability. The health benefits referenced in this paragraph are in conjunction with and not in addition to those benefits provided under the federal or state family and medical leave statutes or under the Hospital policy.

E. Life Insurance. The Hospital shall provide group life insurance for regular full-time or part-time Nurses in the amount of \$50,000 per Nurse.

F. Retiree Medical. The Hospital shall establish a Retiree Health Care Account (RHCA) for eligible CNA bargaining unit employees. The retiree may use said account to offset the cost of health plan premiums, as follows:

1. Eligibility.

For all regular full-time and part-time employees at age 55 or older with 10 or more years of eligible service (floor/minimum); 1,000 hours within a calendar year = year of service = \$1,000 for the employee's account.

2. Account Value.

Retirement Age      Career Maximum in Account

55 – 59	\$20,000 (e.g., 20 years of eligible service)
60+	\$30,000 (e.g., 30 plus years of eligible service)

3. Effective Date.

Consistent with the examples given below, Nurses who have attained at least sixty- two (62) years of age by January 1, 2004 shall be eligible to participate in the RHCA effective January 1, 2004. All other Nurses shall be eligible to participate in the RHCA effective January 1, 2005.

4. Examples.

Example 1: An employee who works until age 55 with ten (10) years of service in an eligible position who meets the hours worked criterion will have \$10,000 in the health care account available to her or him at retirement to pay for medical, dental, and/or vision premiums.

Example 2: A person who works until age 60 with twenty (25) or more years of service in an eligible position who meets the hours worked criterion will have a full \$25,000 in the health care account available to him or her at retirement to pay for medical, dental and/or vision premiums.

5. Benefit Calculation Based on Hours Worked in Eligible Position.

The benefit is calculated based on \$1,000 per calendar year in which the employee worked at least 1,000 hours in that calendar year in an eligible position (full-time or part-time) for at least five (5) continuous years prior to retirement or meeting minimum age and service requirements.

6. Dispute Resolution.

Except as provided herein, the RHCA Plan Document provides a detailed description of the RHCA provisions and is the governing document when interpreting plan provisions. Any disputes or claims for benefits will be handled in accordance with steps outlined in the RHCA Plan Document.

7. Access to Group Health Plan Rates for Retirees.

Nurses who are at least 55 years of age and have at least ten (10) years of Hospital service will be able to continue their participation in the Hospital's group health insurance upon retirement at the then current COBRA rate.

G. Physical Examination. Physical examinations required by the Hospital shall be given without charge at the Hospital.

H. The Hospital agrees to comply with federal law and regulations regarding the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and, thus, will offer health insurance coverage consistent with said law and regulations.

- I. Alternative Coverage. The Hospital reserves the right to change the insurance carrier or health maintenance organization (HMO), providing coverage in paragraphs “A” and “D” above to some other insurance carrier or HMO, with the understanding that such change will result in equivalent rather than identical benefits.

The Hospital will give thirty (30) days prior written notice of such change and afford the Association the opportunity to discuss the matter.

## **SECTION 20. RETIREMENT PLAN**

Effective January 1, 2004, the parties have agreed to implement the enhanced Sutter Health Retirement Plan (SHRP) containing two plan options: the Enhanced Cash Balance Design and the Enhanced Traditional Pension Design (SHRP-CBD and SHRP-TPD, respectively).

1. Introduction.

Eligible Nurses shall be provided a one-time, irrevocable election between the SHRP—CBD and the SHRP—TPD. This one-time, irrevocable election shall be effective January 1, 2004, or ninety days after the date of hire, whichever is later. Any Nurse failing to make an election by the deadline indicated on the election materials will automatically be enrolled in the SHRP—CBD. This is the same retirement plan design agreed to in 2002 and 2003 at other Sutter Health affiliated acute care hospitals represented by the Association.

Nurses will be given materials to help them make their one-time election decision. Hospital shall make every reasonable effort to make such materials available no later than November 30, 2003. These materials will include, but are not limited to, a decision kit containing a personal or sample retirement statement, side-by-side benefit comparison, summary plan descriptions and instructions on the use of a web-based modeling tool, if available at the time of an employee’s election. The Hospital shall make every reasonable effort to make the web-based modeling tool available.

2. Disposition of Prior Plan(s).

Nurses calendar year 2003, eligible Nurses shall receive contributions and/or service credit under the existing retirement saving plan(s) covered by the current Agreement between the Hospital and the Association dated October 1, 2000 to September 30, 2003. Effective December 31, 2003, Hospital contributions shall cease. Any balances in existing (2003) retirement savings plans shall be held in the Nurses’ individual accounts allowing for voluntary contributions by Nurses, and shall be held in such individual accounts until such time that a Nurse retires or otherwise qualifies for a distribution from such plan(s), including annuity options. Any prior benefits under the existing (2003) traditional pension design shall be added to the SHRP-TPD benefit when a Nurse retires or otherwise qualifies for annuity. There shall be no loss of retirement benefits and/or vesting rights by virtue of the execution of this Agreement, except regarding investments that are individually directed by the Nurses.



3. Traditional Pension Design.

The SHRP—TPD uses a formula to calculate the exact amount of the monthly benefit a participant will receive at retirement for his/her lifetime. The formula uses the average of a participant's highest consecutive five (5) years of pay and his/her years of covered service. (Covered service is the number of eligible years covered under the Traditional Pension Design.) Payments normally begin at age 65 but reduced payments can begin as early as age 50. When an employee retires, he/she selects from one of the available annuity options offered under the SHRP. The annuity is then paid as a monthly payment from the SHRP for the employee's lifetime. Eligible Nurses who elect the SHRP-TPD will earn a benefit for 2004 and future years in which they work 1,000 hours or more. The definition of compensation, retirement formula, early retirement factors, and disability benefit are set forth in the SHRP Plan Document, Summary Plan Description, and in Appendix C.

4. Cash Balance Design.

The SHRP—CBD builds a personal account balance for a participant's retirement through the addition of both an annual pay credit and interest credit. The pay credit is a percentage of an employee's annual pay and is applied for a Nurse who works at least 1,000 hours in a year. The salary credit percentage gets higher as a participant's years of service increase. The interest rate is benchmarked to a U.S. Treasury Bond. Once an employee is vested, if she or he leaves the Sutter Health network, the account balance can be withdrawn in cash, rolled over into an IRA or 403(b), or taken as a monthly payment from the SHRP for the employee's lifetime. The annual salary credit for this SHRP-CBD design is set forth in the SHRP Plan Document, Summary Plan Description, and in Appendix C.

5. Service Credit.

All prior Sutter Health affiliate service is counted for SHRP vesting purposes. Eligible employees will receive a full benefit for years in which the employee worked 1,000 hours or more commencing January 1, 2004; credited service is not pro-rated. Vesting shall be three (3) years for the SHRP-CBD and five (5) years for the SHRP-TPD. Under the SHRP-CBD, prior years of service with a participating Sutter Health affiliate count to establish what percentage of income is contributed on the participant's behalf in a plan year. The SHRP is funded in accordance with federal law.

6. Dispute Resolution.

Except as provided herein, the SHRP Plan Document provides a detailed description of the SHRP provisions and is the governing document when interpreting plan provisions. Any disputes or claims for benefits will be handled in accordance as set forth in the steps outlined in the SHRP Plan Document.

## **SECTION 21. LEAVES OF ABSENCE**

A. Upon completion of the probationary period and upon written request, leaves of absence shall be granted for the following reasons: maternity, medical, additional professional education (as described in Section 22(F)), military leaves, and leaves in accordance with the terms of applicable State and Federal Family Leave and Medical Leave Acts, to the extent they are more liberal than benefits provided elsewhere in this Agreement and other leaves as required by law. Personal leaves may be granted at the discretion of the Hospital. The leaves specified in this agreement shall be used in conformance and conjunction with and not in addition to leaves required by federal or state law.

B. Medical Leave. Any regular full-time or part-time Nurse shall be entitled to a medical leave, not to exceed six (6) months for illness, or personal disability, except in the case of industrial injury, which shall be in accordance with and for such time as is required by applicable law. Nurses on medical leaves of absence shall keep the Hospital advised of their status. Medical leave of absence may be extended at the discretion of the Hospital upon review of the circumstances involved. Requests for such extension shall not be unreasonably denied.

The Nurse shall give at least two (2) weeks notice of the date of commencement of the leave and the date of return except that where the need for the leave of absence arises out of an emergency, the Nurse will notify the Hospital as soon as reasonably possible. Per-diem Nurses shall be eligible for medical leaves as provided by Hospital policy.

1. An RN who returns to work after a medical leave of absence and then returns to medical leave status within 90 days, for an elective procedure: leave is treated as one continuous leave, subject to maximum limit.
2. An RN who returns to work after a medical leave of absence and works at least 90 days, then returns to medical leave status: leave is treated as new leave, subject to maximum limit.
3. Per Diem RNs will be eligible for medical leave as provided by Employer's policy and applicable federal and state laws.

C. Maternity Leave. Maternity leave up to six (6) months shall be granted to all Nurses upon written recommendation of their physician, stating the expected date of departure and the expected duration of the leave. This leave may be extended upon mutual agreement between the Hospital and the Nurse. The Nurse shall give at least two (2) weeks notice of the date of commencement of the leave and the date of return except that where the need for the leave of absence arises out of an emergency, the Nurse will notify the Hospital as soon as reasonably possible.

D. The Hospital will require reasonable proof of disability and reasonable proof the Nurse will be able to return to duty within the time for which the leave is requested.

- E. Return to Work Authorization. At its discretion, the Hospital may require a physician's release prior to any Nurse being permitted to return to work from a medical leave of absence or any absence due to occupational injury or illness. In all cases, written release must include specific work restrictions, if any, and their anticipated duration. An employee who is released to work with limitations must obtain an additional release each time restrictions are modified or removed so the Hospital can evaluate whether or not the Hospital, in compliance with the Americans with Disabilities Act, can reasonably accommodate the restrictions.
- F. A Nurse who returns from an authorized leave of absence of not greater than six (6) months shall be reinstated to the position held at the time the leave commenced, unless that position has been eliminated for business reasons. If the Nurse's position is eliminated, the Nurse shall be so notified at the time of position elimination and shall have such rights as provided in Section 8(C)(2) (Permanent Reduction In Staff). A Nurse who returns from an authorized leave of absence of greater than six (6) months shall be reinstated to the position held at the time the leave commenced if the position is available. If such position is not available the Nurse may return to any position available at the time of return for which s/he is qualified or may opt for casual status. Any approved leave of absence shall not result in the loss of any accrued benefits by the Nurse and, likewise, the Nurse shall not accrue any benefits during such leave of absence. The anniversary date of hire and seniority shall be adjusted accordingly for all leaves of absence in excess of thirty (30) days within a Nurse's anniversary year.
- G. Short Term Association Leave. Upon thirty (30) days notice from the Union, up to four (4) Nurses may apply for a short term leave and shall receive, at the Nurse's option, paid time off (PTO), or unpaid personal leave in order to participate in bona fide Association activities. The duration of the requested time away from work shall not exceed four (4) thirty (30) day leaves in any one (1) rolling twelve (12) month period. The Nurse shall not suffer any loss of seniority or other benefits as a result of such leave. The hospital shall grant such leaves except on those occasions when such leaves would seriously affect patient care.

## SECTION 22. EDUCATIONAL LEAVE

- A. Regular full-time or part-time Nurses who have completed the probationary period as of January 1st will be allowed up to five (5) days off with pay for professional education, at dates mutually agreeable to the Nurse and the Hospital.

Regular part-time Nurses shall receive pro-rated educational leave based on the number of hours worked in relation to full-time hours during the previous calendar year.

During the first calendar year of employment, regular full-time Nurses who have completed the probationary period shall accrue 3.3 hours of educational leave for each full month of employment.

During the first calendar year of employment, regular part-time Nurses who have completed the probationary period shall accrue a pro-ration of 3.3 hours of educational

leave for each full month of employment based on the hours worked in relation to full-time hours.

- B. Should a timely request by an eligible Nurse for educational leave within the last quarter of the calendar year be denied and said day or days cannot be rescheduled within the calendar year then that day or days will be carried over into the following calendar year.
- C. The Hospital shall pay for all costs covering meetings attended by Nurses at the direction of the Hospital.
- D. Eligible Nurses shall be eligible to receive educational leave for professional education courses outside-of the specialty area of their assignment.

Eligible Nurses shall be eligible to receive educational leave for home study programs provided the home study programs are pre-approved by the Hospital and the Nurse receives at least six (6) continuing education units for the home study program or combination of programs. Nurses will be paid upon the successful completion of a home study program.

Eligible Nurses will not be scheduled off in order to accommodate home study programs.

- E. For eligible Nurses who have completed the probationary period, time needed for those mandatory certifications or recertifications set forth in Appendix A which are required by the Hospital will be paid by the Hospital at the base hourly rate. Such time shall not be deducted from the Educational Leave provided for in paragraph "A" above. The Hospital will pay the tuition, course fees and test fees charged for mandatory certification or recertification required by the Hospital for all full-time, part-time, short hour and per diem Nurses. Short Hour and Per Diem Nurses are not eligible to be paid for educational leave time. To receive pay or have fees paid under this provision a Nurse must take the required course at a Sutter affiliate if such course is offered at a Sutter affiliate at least twice (2X) per year.
- F. Two (2) years educational leave of absence will be available for pursuit of a degree if the Nurse has been continuously employed full-time for a period of four (4) years. The Nurse will be given preference on return to the Hospital to the first job opening available for which he/she is qualified.
- G. Professional Development for RNs.

The Hospital is committed to the professional development of Nurses, and is therefore sponsoring a scholarship program for benefited Nurses. The program will support Nurses in pursuit of a BSN or MSN degree. Applicants must be benefited Nurses with a minimum of two (2) years of continuous with the Hospital, and have been accepted into a NLNAC, CCNE or California BRN-approved program leading to a BSN or MSN degree. The maximum annual benefit available for this scholarship is \$5,000, and once awarded, will continue for the duration of the degree program, up to a maximum of two (2) years, so long as the Nurse maintains a benefited position.

Recipients of the scholarship must maintain a “B” or 3.0 grade point average in order to continue to receive scholarship funds. The Hospital will make reasonable efforts to accommodate requests for reduced schedules if necessary to facilitate participation in the approved program. The Hospital will, subject to operational and financial constraints, determine the number of scholarships to be made available at any time. The Hospital will evaluate the applications of Nurses for these scholarships and will award scholarships based on documented performance and commitment to the Hospital’s core values and mission. Where such factors are adjudged to be equal among qualified applicants, scholarships shall be awarded by seniority. The Hospital reserves the right to terminate the scholarship program on sixty (60) days advance written notice to the Union.

### **SECTION 23. IN-SERVICE EDUCATION**

When a Nurse is required to attend an in-service educational meeting, including but not limited to annual Fire Training, Safety Training, and review of state and federal regulatory requirements, and other mandated education, the Nurse will be compensated at the Nurse’s base hourly rate of pay. Additionally, a Nurse shall be compensated at the Nurse’s base hourly rate of pay for all in-service educational meeting which the Nurse attends that pertain to the Nurse’s primary department. A Nurse must receive approval from the Hospital prior to attendance.

### **SECTION 24. PROFESSIONAL PERFORMANCE COMMITTEE**

- A. **Establishment of Committee.** A Professional Performance Committee (PPC) shall be established at the Hospital.
- B. **Mission Statement.** The PPC acts as an advisory body to Nursing Services and Administration or their designee on matters regarding standards of care and issues affecting patient care and nursing practice;
- C. **Objectives.**
  - 1. To develop and recommend action plans for identified problems or concerns related to patient care issues while incorporating input from appropriate Hospital individuals or groups.
  - 2. To make recommendations to appropriate committees/departments or the appropriate Assistant Administrator so as to provide a vehicle for ongoing identification of patient needs.
- D. **Membership.**
  - 1. The Professional Performance Committee shall be composed of seven (7) registered Nurses that are representative of the staff unit practice plus one (1) Chair employed by the Hospital and covered by this Agreement. The Committee members shall be elected annually by the registered Nurses at the Hospital.
  - 2. The appropriate Assistant Administrator shall be notified of the PPC’s membership.

E. Meetings.

1. The PPC may schedule one (1) meeting each month. Meetings shall be scheduled so as to not adversely affect unit staffing requirements. Each PPC member shall receive a maximum of twenty-four (24) hours pay a year at the RN's straight time rate for the purpose of attending PPC meetings. Payment for these meetings shall not exceed two (2) hours in any one month. Authorization for meeting payment shall be determined through attendance records included in PPC meeting minutes.

Payment to Nurses who attend PPC meetings shall not constitute time worked for purposes of overtime.

2. The PPC shall provide in writing in advance an agenda for such meetings. The PPC will provide to the Assistant Administrator a copy of the minutes within seven (7) days after each scheduled meeting.

F. Limitations.

1. The PPC will not be a forum for economic or bargaining issues.
2. The PPC activities are advisory and are not subject to Association grievance procedure.

- G. Timely Response. The PPC may request information from the head of any nursing department for the purpose of obtaining information on direct nursing functions. Responses will be made in writing within fifteen (15) days of the request (excluding holidays and weekends). If the responses are not sent within fifteen (15) days (excluding holidays and weekends) of the request, the PPC may refer the matter to the Review Committee.

The PPC may request meetings with the head of any nursing department for the purpose of obtaining information on direct nursing functions. The Assistant Administrator Chief Nurse Executive may also attend. Such parties agree to meet with the PPC within fifteen (15) days (excluding holidays and weekends) of the request. If the meeting is not held within fifteen (15) days (excluding holidays and weekends), the PPC may appeal the issue to the Review Committee.

The Assistant Administrator Chief Nurse Executive may request special meetings with the PPC, and the PPC may request special meetings with the Assistant Administrator Chief Nurse Executive, but such meetings shall not take the place of regularly scheduled meetings of the PPC. The parties agree to meet within a reasonable time convenient to all parties. If the meeting is not held within a reasonable time, not to exceed thirty (30) days, the Assistant Administrator

Chief Nurse Executive or PPC may appeal the issue to the Review Committee. At the request of the PPC, Association staff may attend such meetings on an advisory basis.

In the event the PPC identifies a pattern that indicates the staffing system does not adequately address patient needs, the PPC shall bring the issue to the attention of the Assistant Administrator Chief Executive for resolution and/or response. The Chief Nurse Executive, or designee, will investigate and respond within fifteen (15) days (excluding holidays and weekends) and notify to the PPC in writing of such response. If the PPC disagrees with the response proposed or if the Chief Nurse Executive or designee fails to respond within fifteen (15) days (excluding holidays and weekends), the PPC may appeal the issue to the Review Committee.

Time limits may be extended by mutual written agreement between the Chief Nurse Executive and the PPC Committee.

- H. Review Committee. Differences of opinion between the PPC and administration may be referred to a Review Committee of four (4) for consideration and review. The four (4) on the Review Committee shall be: the Executive Director of the Association or his/her designee, who shall be an RN; an elected RN member of the PPC; and two (2) representatives of the Hospital. Review Committee members may invite resource persons to attend and participate in such Review Committee meetings. Such resource persons may review all relevant information before the committee pertaining to the subject matter under consideration and offer advice to resolve differences between the parties. Differences may be resolved informally by the committee or, if necessary, by majority vote of the four (4) members of the Committee in executive session.
- I. Staffing. Within ninety (90) days of the effective date of this Agreement, the Hospital shall provide to the Association, its written procedures by department or unit.
- J. Patient Classification System Committee. In order to implement the provisions of Title 22, the parties agree to the following:

A Patient Classification System Committee, comprised of fifty percent (50%) direct care RNs will meet at least annually to determine accuracy of the PCS in measuring patient care needs.

Each Patient Classification System Committee member will be reimbursed at straight time pay for documented committee duties, up to twenty-four (24) hours per year

The committee shall be responsible for reviewing the reliability and validity of the existing Patient Classification System, and for recommending any modifications or adjustments necessary to assure accuracy in measuring patient care needs.

Within thirty (30) days of ratification of the contract and thereafter no later than December 10 each year, the Staff Nurses shall select representatives to represent their interests on the Patient Classification System Committee.

Differences of opinion on the PCS Committee may be referred to the PPC Review Committee by either party pursuant to Section 24.

- K. The PPC shall appoint three (3) staff Nurses to meet with three (3) Hospital representatives appointed by the Assistant Administrator for Patient Care as a Clinical Ladder Committee to develop criteria and a procedure for application and award of Staff Nurse III positions. This Clinical Ladder Committee shall commence work no later than January 1, 2004. The parties anticipate that this Clinical Ladder Committee shall develop the criteria and application process for Staff Nurse III no later than August 31, 2004.
- L. Special Review Panel. In the event at least 50% of the Staffing Committee identifies a pattern that indicates staffing does not address patient needs or that Nurses are not being provided breaks or meal periods in accordance with applicable law, either party may appeal the issue to the Special Review Panel for resolution, provided such submission is presented in writing to the Hospital within thirty (30) days of the failure of the Staffing Committee to resolve the issue.

The Special Review Panel shall consist of three (3) members, one (1) selected by CNA, one (1) selected by the Vice President of Acute Care Services or his or her designee and the third selected by the other two (2) panel members to serve as a neutral chairperson. The parties will make a good faith effort to select a Chairperson who is experienced in the healthcare industry and with expertise in staffing in acute care hospitals. If they are unable to find such a person within thirty (30) days after the appeal is filed, the parties shall select an arbitrator from the panel referenced in Article 27 to serve as chairperson.

In reaching a resolution, the review panel must take into consideration area standards regarding staffing, applicable state and federal laws, and any other relevant information presented by the parties.

If the Special Review Panel is unable to agree on a resolution within sixty (60) days of the selection of the Chairperson, the neutral third party may resolve the difference and such decision shall be final and binding on the parties. Any resolution of the Special Review Panel, including any decision by the neutral third party, must be consistent with applicable state and federal legislation prescribing staffing levels and ratios. The Special Review Panel, including the neutral third party shall not have jurisdiction to fashion any remedy that imposes an obligation on the Hospital which exceeds, and/or is inconsistent with requirements of Title 22 of the California Code of Regulations, as amended, or any other applicable state or federal law.

Either party may seek to overturn (or vacate) the decision of the Special Review Panel or of the neutral third party under any basis permitted by law regulating private labor arbitration. Either party may seek to overturn (or vacate) a decision due to a mistake of law.

To the extent permitted by law, the Hospital and CNA agree that the process contained herein shall be the exclusive means of resolving all disputed issues arising under the Side Letter Regarding Staffing and Patient Care Issues and specifically, except to the extent either party seeks to vacate a decision by the Chairperson, above, the parties agree to waive their rights to initiate litigation or to seek administrative remedies, including unfair



labor practices under the National Labor Relations Act, arising out of such disputes, except for information requests and Section 8(a)(3) or Section 8(b)(1) charges.

By mutual agreement, the parties may extend the time frames set forth in this section.

#### **SECTION 25. PROFESSIONAL RIGHTS**

- A. No action by the Hospital or a Nurse covered by this Agreement shall:
1. Exceed the limits of licensure as defined by law and by pertinent regulations adopted pursuant thereto;
  2. Jeopardize the health, safety, or licensure of Nurses covered by this Agreement;
  3. Violate standards of practice commonly recognized by the profession and in the industry.
- B. A Charge Nurse or Relief Charge Nurse shall make recommendations to the Nursing Manager/Supervisor regarding any proposed adjustments to staffing that the Nurse believes are necessary to provide appropriate patient care, including calling in extra staff.
1. Charge Nurses shall be responsible for ensuring staff on the shift provides care that conforms to standards for safety, quality, service, confidentiality, regulatory requirements, and efficiency. Charge Nurses are empowered to develop, mentor, coach (not to be used as discipline) and upon request provide input in the evaluation of staff. Charge Nurses routinely round on staff, patients, and physicians to ensure needs are met and high quality patient care is being provided.
  2. In case of a Charge Nurse vacancy, preference in filling such vacancy shall be based on work experience, demonstrated leadership, clinical competency, and past performance. If, in the judgment of management, the qualifications of two or more are substantially equal, then seniority will apply. A formal interview process, including a peer interview, will be utilized in the selection process for all Charge Nurse vacancies.
  3. The Hours of Charge Nurse and relief Charge Nurse shall be considered in addition to the core staffing on a daily basis.

#### **SECTION 26. SPECIALTY UNITS**

The Hospital shall not assign the Nurses to duties in specialty units for which the Nurse has not established competencies or in which the Nurse has not been oriented except for training purposes and/or in case of emergency. For the purpose of this section, specialty units shall consist of the following: CCU, ED, PACU, GI Lab, OR, Cath Lab and WHC.

#### **SECTION 27. THERAPEUTIC ABORTIONS**

A policy as outlined in Appendix "B," attached hereto, protecting Nurses who do not wish to participate in therapeutic abortions, shall be instituted.

## **SECTION 28. TERMINATION NOTICE**

A regular full-time or part-time Nurse including a short-hour Nurse shall give no less than fourteen (14) calendar days written notice of intended resignation; and the Hospital shall give to a regular Nurse including a short-hour Nurse fourteen (14) calendar days written notice of termination, or ten (10) days salary in lieu of notice prorated for a part-time Nurse and/or short-hour Nurse, in cases of termination due to a bona fide reduction in staff. In cases of dismissal by the Hospital for just cause, the Hospital notice or pay in lieu thereof shall not be instituted.

## **SECTION 29. ASSOCIATION REPRESENTATION**

- A. **Association Representative.** The Hospital shall allow a representative of the Association to visit the Hospital at all reasonable times to ascertain whether or not the Agreement is being observed and to assist in adjusting grievances. No time shall be lost unnecessarily to the Hospital and the Association representative shall advise the Hospital of such visits before or at the time of entering the Hospital.
  
- C. **Nurse Representative.** The Association may designate the Nurse Representative(s) from within the existing bargaining unit and provide a written list of the Nurse Representative(s) to the Hospital Director of Human Resources each time there is an addition or deletion to the list. All Nurses covered hereunder shall have the right, at the Nurse's option, to have the Nurse Representative's advice and guidance at any grievance. In no case shall the Nurse's activities interfere with the performance of their job responsibilities or those of other Nurses covered by the Agreement.
  
- C. **Investigatory Interviews.** The Hospital shall notify any Nurse requested to attend a counseling, investigatory interview or disciplinary meeting of the Nurse's right to Association representation. If the Nurse requests representation by the Nurse Representative of their choice, such Nurse Representative shall be released from duty with pay, subject to patient care and operational needs, to attend such meeting with Hospital Administration. All parties will work together in good faith to find a date and time suitable for the meeting: provided however that there shall be no delay beyond seventy-two (72) hours excluding weekend and holidays after the Nurse's request for representation. Notwithstanding the foregoing, in those situations where the Hospital determines in good faith that information from the Nurse is needed immediately (examples of such situations are, reasonable suspicion of drug or alcohol violations or incidents of patient abuse), a Nurse Representative will be contacted by the Hospital for representation of the Nurse.
  
- D. The Hospital will provide up to two hours total paid time per month for Nurse Representatives to use for orientation or other union activities including grievance representation, disciplinary matters, or other situations where a Nurse Representative attendance is appropriate or necessary. Paid time under this section does not roll over if unused.

### **SECTION 30. GRIEVANCE AND ARBITRATION PROCEDURE**

- A. If any Registered Nurse or the Union has a complaint or a grievance concerning the application or enforcement of the terms of this Agreement, it shall be handled as follows:

Step 1. The RN and the authorized representative of the Association shall first confer with the Department Manager or designee and attempt to settle the matter.

Step 2. If the grievance or complaint is not thus settled, the authorized representative of the Association shall present the issue in writing within thirty (30) days, excluding weekends and holidays, of the occurrence to the Hospital Director of Human Resources, and confer with the Hospital Director of Human Resources or his/her designee to attempt to settle the matter. The Hospital Director of Human Resources or designee shall reply in writing, within ten (10) days, excluding weekends and holidays, after the Step 2 meeting to the Association representative with his/her decision. If the Hospital Director of Human Resources or designee does not respond within the ten (10) days, the Association shall have the option to move to the next step in the grievance process.

Step 3. Mediated Board of Adjustment. If no outcome is settled at the Step 2 level it shall be referred to a Mediated Board of Adjustment within sixty (60) days from the Step 2 response, excluding weekends and holidays. The Board of Adjustment, consisting of two (2) representatives selected by the Hospital and two (2) representatives selected by the Association shall be formed to address the matter along with a Federal Mediator selected from the Federal Mediation and Conciliation Board. The Hospital and the Association shall present their cases regarding any issue to the Federal Mediator whom will then address the panel in order to attempt to solve the matter. The Federal Mediator shall respond with his/her decision in writing, which is not legally binding.

Step 4. Arbitration. If any such grievance or complaint has not been settled by any of the procedures described above, the matter may, at the request of either party, be submitted to arbitration by an arbitrator to be selected by the Hospital and the Union by alternatively striking names from the following list: David Nevins, Christine Knowlton, Geraldine Randall, Thomas Roberts, and Barry Winograd.

The first strike shall be determined by coin toss.

The Arbitrator shall proceed to hear the matter in question promptly, each party being permitted to produce such evidence as may be material. A decision shall be rendered promptly, in writing, a copy of such decision to be delivered to each party.

- B. The Adjustment Board or Arbitrator shall have no jurisdiction or authority to add to, subtract from or alter in any way the provisions of this contract. The jurisdiction shall extend solely to claims of violations of specific written provisions of this Agreement and involve only the interpretation and application thereof. The award of the Adjustment Board or Arbitrator, if consistent with the foregoing provisions, shall be final and binding upon the Hospital, the Association and all Nurses concerned. The fee, if any, of the Arbitrator shall be shared by the Hospital and the Association equally.

- C. Time Limits. The Hospital will notify the Association within four (4) days of the date of termination, excluding weekends and holidays, and any such grievance to be filed must be presented to the Hospital in writing within ten (10) days from the date of the receipt of such termination notice, excluding weekends and holidays, or the grievance shall be deemed to be waived and all right of appeal shall be lost. Such notices are to be sent by certified mail, return receipt requested. In all other cases, the initial claim must be presented to the Hospital in writing within thirty (30) calendar days, excluding weekends and holidays, from the occurrence or when the Association knew or should have known of the occurrence, except for clerical error, which may be adjusted within one (1) calendar year from the date of first occurrence without waiver taking place.

The time limits set forth in this Section may be waived by mutual agreement of the Hospital and the Association.

- D. A Nurse placed on investigatory suspension shall be compensated for time missed excluding any disciplinary suspension, which shall be unpaid.

### **SECTION 31. NO STRIKE-NO LOCKOUT**

There shall be no strike, slowdown, stoppage of work by the Association or the Nurses whom it represents, and no lockout by the Hospital for any cause whatever during the term of this Agreement.

### **SECTION 32. BULLETIN BOARD**

A glass-enclosed, locked bulletin board will be available on the first floor for posting of business notices by the Association. A designated Association Representative shall be responsible for posting such notices, a copy of which shall be furnished to the Medical Center's Human Resources Department before posting.

Notwithstanding the above, the Association or its designee shall continue to post business notices on union bulletin boards in each unit's break room. Such materials shall not be furnished to the Medical Center.

### **SECTION 33. PERSONNEL FILE**

The Hospital shall provide the Nurse with all copies of evaluations and disciplinary letters. Signature endorsements by the Nurse will be mandatory; however, it is understood that such signature means only that the Nurse has read the document.

Review by a Nurse of the personnel file will be in accordance with state law.

The Nurse, and and/or the Nurse Representative and/or an Association representative if authorized in writing by the Nurse, may examine written warnings, formal evaluations, or written record of an oral warning, which is issued after the ratification date of this agreement with respect to such Nurse. The Nurse may place in the file written comments upon such material. Within five (5) business days following the examination of the records described herein, the Medical Center shall, upon request, make copies of such documents available to the Nurse, or

upon written authorization by the Nurse, to the Nurse Representative or association representative.

#### **SECTION 34. OPERATION OF AGREEMENT**

Nothing in this Agreement or in the execution thereof shall operate to reduce the monthly rates of compensation set forth in Section 11 of this Agreement, nor shall any Nurse enjoying salaries or conditions more favorable than those set forth above suffer a reduction in such salaries or conditions unless specifically changed by this Agreement.

#### **SECTION 35. DRUG FREE WORKPLACE**

The parties agree that the Hospital shall comply with the terms of the Federal Drug - Free Workplace Act of 1988, 41 U.S.C. SS 701 to 707.

#### **SECTION 36. CHANGES IN FEDERAL REIMBURSEMENT**

During the term of this Agreement, should the federal government institute any form of elimination or reduction, freeze, or cap on Medicare or private insurance reimbursement, or disallow reimbursement in whole or in part for previously reimbursed items, or add, modify or delete taxes or deductions, the parties shall meet within fifteen (15) calendar days of the Hospital's written request and negotiate in good faith whether changes should be made that may result in matching the decreased reimbursement or increased taxes or reduced deductions. During the term of this Agreement, such changes may be made only upon the mutual agreement of the Hospital and the Association.

#### **SECTION 37. SUCCESSORS**

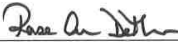
- A. It is the intent of the parties that this Agreement shall remain in force and effect for its full term. In the event of a sale, merger, consolidation, assignment, divestiture, or other transfer of ownership of the Hospital in whole or in part in which Nurses are regularly assigned to work, the Hospital will notify the Association at least sixty (60) days prior to the effective date of such action.
- B. The Hospital shall not use any sale, transfer or other mechanism for the purpose of evading the terms of this Agreement.
- C. The Hospital agrees to meet and confer regarding any proposed relocation, transfer or reassignment of any unit or patient care area and will notify the Association at least thirty (30) days in advance of the effective date of such action, except in situations in which such actions are caused by disasters or emergencies.
- D. This Agreement shall be binding on the Hospital and its successors.

**SECTION 38. TERM OF AGREEMENT**

- A. This Agreement shall become effective as of October 1, 2013 and shall remain in full force and effect until and including December 31, 2015, and shall be automatically renewed and extended from year to year thereafter unless either party serves notice, in writing, upon the other party not less than ninety (90) days before the end of the term then in existence of its desire to terminate, modify or amend this Agreement. Such notice shall be placed in writing, setting forth the changes or Amendments desired by the party serving notice.
  
- B. Negotiations on the changes or amendments desired shall begin not less than ten (10) days following the receipt of the notice, and shall be continued until agreement between the parties has been reached. Every effort shall be made to complete such negotiations prior to the end of the contract term.

CALIFORNIA NURSES ASSOCIATION

SUTTER DELTA MEDICAL CENTER



Rose Ann DeMoro, Executive Director



Gary Rapaport, CEO



Joanne Jung  
Acute Care/Sutter Division Director



Noemi Whitehead  
Director of Human Resources



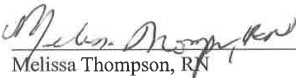
Khadijah Kabba  
Labor Representative



Dori Stevens, CNE, COO



Arny Bläck, RN



Melissa Thompson, RN

**APPENDIX A**

**REQUIRED CERTIFICATIONS/RE-CERTIFICATIONS**

CLASS	# HRS FOR CERT.	HOW OFTEN	UNITS
ACLS CERTIFICATION	16	2 YEARS	ED, PACU, CCL, CCU, TELE, GI, L&D, OR, ACU, OPCU
ACLS RECERT	8	2 YEARS	SEE ACLS
NRP CERTIFICATION/ RECERT	8	2 YEARS	WHC, NICU
BLS RECERT	2.5	2 YEARS	ALL UNITS
PALS CERTIFICATION	16	2 YEARS	ED, OR, PACU, ACU, PEDS
PALS RECERT	8	2 YEARS	ED, OR, PACU, ACU, PEDS
CEN*		4 YEARS	ED Charge Nurses

\*Must be obtained within 12 months of hire date.

## **APPENDIX B**

### **CONSCIENTIOUS OBJECTION TO THERAPEUTIC ABORTION**

The rights of the patients to receive necessary nursing care and the obligation of the Hospital to render such care must be recognized and respected. In the case of therapeutic abortions, the nursing profession accepts the obligation of providing competent nursing care as a major responsibility; however, it is recognized that a Registered Nurse may hold sincere moral or religious beliefs which require the Nurse, in good conscience, to refuse participation in such procedures.

The Hospital agrees that a Nurse may, except in an emergency situation where the patient's need will not allow for personnel substitutions, refuse to participate in therapeutic abortion procedures and will not be subject to coercion, censure, unreasonable transfer, unreasonable reassignment or discipline by reason of such refusal. A Registered Nurse who has an assignment where participation in therapeutic abortions routinely occurs and who conscientiously objects to such participation shall notify the Director of Nursing Service of this position in writing, and must decide whether or not to request transfer to another assignment.

In emergency situations where the immediate nature of the patient's need will not allow for substitution, the patient's right to receive the necessary nursing care shall take precedence over the exercise of the Nurse's individual beliefs and rights. In such cases, the Hospital shall arrange for substitution at the earliest possible opportunity.



## APPENDIX C

### TRADITIONAL PLAN DESIGNS

The definition of compensation shall be enhanced to include also overtime, all differentials, bonus or incentive plans. The benefit formula will be enhanced to 2.2% of final average pay (highest pay over any consecutive 60 month period) x years of credited service (up to 40 years) minus .065 x the Thirty-Year Social Security Wage Base Average x credited service.

A disability benefit will be provided when a participant in the SHRP-TPD, regardless of age, becomes disabled within the meaning of the Federal Social Security Act while employed by the Hospital or another Sutter Health affiliate participating in the SHRP-TPD, and has at least five (5) years of covered service under this design prior to the date the participant became disabled. The waiting period to enter and to earn a benefit will provide that a Nurse may enter the plan on date of hire and earn a benefit if the Nurse works at least 1000 hours in the calendar year of hire.

The early retirement factors in the SHRP-TPD shall be as follows:

Age	Factor	Age	Factor
65	100%	57	68%
64	96%	56	64%
63	92%	55	60%
62	88%	54	56%
61	84%	53	52%
60	80%	52	48%
59	76%	51	44%
58	72%	50	41%

The annual salary credit for the SHRP-CBD is as follows:

Years of Benefit Service	Percent of Pay
0-5	5.0%
6-10	6.0%
11-15	7.0%
16-20	8.0%
21-23	9.0%
24-26	10.0%
27-29	11.0%
30+	12.0%

The above is subject to amendment in the event that there is an amendment to applicable law.

## **APPENDIX D TECHNOLOGY**

To the extent feasible, the Hospital shall provide opportunities for Staff Nurses, in the affected department(s) and one Staff Nurse designated by the PPC to be invited to participate in the selection, design, build and validation processes whenever new technology affecting the delivery of nursing care is provided. Both parties recognize, however, that technology acquired by the Medical Center may be pre-designed or built in a way precluding such participation. The PPC shall discuss the obligations and expectations of the Staff Nurse(s) participating in the technology initiative prior to designation.

The hospital in conjunction with the Association shall survey Staff Nurses on affected unit(s) within three (3) months after the introduction of new technology. Concerns identified will be addressed by the hospital in writing to the Nurses in the affected unit(s), with a copy to the PPC. If the Nurses in the affected unit agree that the implementation of the new technology is affecting their nursing practice in a negative way, the hospital, CNA and the Staff Nurses shall meet to find ways to improve the technology or to search for possible alternatives.

## **APPENDIX E QUALITY CARE LIAISON**

The Quality Care Liaison Program shall be instituted in order to improve the quality of care, patient satisfaction and Nurse retention.

Each year Sutter Delta RNs shall identify two (2) RNs who will participate in current patient satisfaction, EOW and core measure committees. Sutter Delta will pay those RNs for time spent in committee time and time spent on any special projects that may be jointly agreed to by the Quality Care Liaison RNs and Sutter Delta. Time spent on committees will not be considered "time worked" for overtime or premium pay purposes.

Following ratification, Sutter Delta and California Nurses Association shall meet and confer to jointly create a description of the committee duties for the quality care liaison individuals after ratification of this agreement.

## **APPENDIX F COMMUNICABLE DISEASES AND PANDEMIC TASK FORCE**

1. Medical Center to provide all RNs with information, training, and required immunizations for communicable diseases where workplace exposure is possible.
2. Policies/procedures enforced to reduce or eliminate transmission of communicable diseases within the Medical Center.
3. RNs will be provided with appropriate protective equipment and attire.
4. In the event of a declared pandemic that impacts the Medical Center, a task force will be formed by the Medical Center under the Infection Control Committee, and an RN may be appointed to either the task force or the Infection Control Committee.
5. CNA or PPC to coordinate implementation and work with Medical Center to ensure compliance.

**LETTER OF UNDERSTANDING-12 HOUR SHIFTS  
BETWEEN  
SUTTER DELTA MEDICAL CENTER  
AND  
CALIFORNIA NURSES ASSOCIATION**

Should the institution of 12-hour shifts be acceptable to the Hospital then they shall be subject to the following:

1. The Medical Center will determine the number and types of positions designated as 12-hour positions. This does not preclude the Association from identifying units where there is interest in 12-hour shift scheduling. The Hospital agrees to evaluate the feasibility of 12-hour scheduling in those areas and respond to the Association in a timely manner.
2. Voting Process: There shall be a 2/3rds vote of approval by affected RNs by secret ballot. Affected RNs who vote shall be those short-hour, part-time or full-time RNs in a department. Two weeks prior to the vote, meetings will be held to discuss and explain 12-hour shifts and benefits utilization, details of how the schedule will operate, the effects on wages, hours and working conditions. An Association representative may be present for these discussions.
3. Shifts and Pay: RNs will be paid their base rate of pay, including any applicable shift differentials for hours worked.
4. Shift Differentials: Shift Differentials will be paid based on the shift on which the hours are actually worked, i.e., hours actually worked on the pm shift will be paid pm shift differential and hours actually worked on the night shift will be paid the night shift differential.
  - Evening shift 3:00pm – 11:30pm
  - Night shift 11:00pm – 7:30am
5. Accrual of Benefits: Benefits accrued on a time-worked basis, such as PTO or sick leave, shall accrue on hours actually worked.
6. Voluntary Waiver of Sixth-Consecutive Day Pay: To provide added flexibility for Nurse staffing, a 12-hour Nurse may waive the premium pay for any sixth (6<sup>th</sup>) consecutive day worked as outlined by Section 12.B. provided that said Nurse does so in writing. This waiver may be rescinded in writing at any time by the Nurse.
7. Eight-Hour Shift Availability: After implementation, 8-hour shifts will be available to those RNs who wish them, provided the scheduling mix (2 RNs cover 24 hours, 3 RNs cover 24 hours) is consistent with efficient operations or patient care is not adversely affected. If a Nurse wants to switch to a 12-hour shift after implementation occurs, he or she may do so with the agreement of the Hospital.
8. Voluntary Nature of Conversion; Revocation Period: Notwithstanding the foregoing paragraph, Nurses in departments adopting a 12-hour shift schedule shall have the option to remain on an 8-hour schedule if they desire, with the same shift. At any time during the six-

month trial period beginning with the initiation of a 12-hour shift program, any Nurse who has selected a 12-hour shift schedule may elect, on a one-time basis, to return to his or her eight-hour shift and schedule.

9. Temporary Layoffs: Temporary layoffs shall be conducted in accordance with the provisions of section 8 of the agreement.
10. RNs who work in the unit after the institution of 12-hour shifts shall be advised in advance if they will work a 12-hour shift or an 8-hour shift.
11. Acceptance of a 12-hour shift by affected RNs will be in writing.
12. 12-hour shifts will then be in place for a period of one (1) year, subject to annual renewal thereafter, unless the Hospital determines that said shifts are inefficient or have an adverse impact on patient care. Should it be determined that the discontinuance of 12-hour shifts is necessary, the Hospital will provide 30-days written notice to the union.
13. Hours of Work/Overtime: A full straight time work week will be thirty-six (36) hours, three (3) days a week for 12-hour Nurses. A straight time work day will consist of no more than twelve and one-half hours (including one unpaid meal break) in 24 hours.
14. Overtime Pay: If a Nurse works more than twelve (12) hours in any twenty-four (24) hour period he/she will be paid at double time the based hourly rate for all hours in excess of twelve (12). If a Nurse works in excess of forty (40) hours in any one week, he/she will be paid overtime at the rate of time and one-half for all hours in excess of 40 hours/week.
15. Educational Leave: The Staff Nurse may elect to receive educational leave benefits at the rate of eight (8), twelve (12) hours at their base (straight) hourly rate. Hours taken will be deducted from the Nurse's accumulated educational leave.
16. Jury Duty: Staff Nurses called for Jury Duty will receive the difference between jury duty pay and their normal 12 hours of base (straight) pay for scheduled shifts missed because of jury duty.
17. Weekend-Only 12-Hour Positions: The Hospital will offer positions scheduled as benefited, weekend-only 12-hour shift positions where appropriate for operational and recruiting needs, and Nurses in such positions shall receive a differential of \$6.00 per hour for weekend hours, in addition to any shift differential. For such positions, "weekend" is defined as the time between Friday at 0700 and Monday at 0700. A .9 FTE Nurse filling such a position must work all three shifts during the weekend. Should a Nurse in such a position utilize unscheduled absences on five or more weekend shifts in a rolling 12-month period, the position will be rescinded and the Nurse shall become ineligible to bid for weekend-only positions for 24 months.
18. The weekend differential for scheduled weekend shifts shall be \$12.00 per shift.

**SIDE LETTER-LVN TO RN SENIORITY CREDIT  
CALIFORNIA NURSES ASSOCIATION  
AND  
SUTTER DELTA MEDICAL CENTER**

FOR LVNs who become an RN while currently employed at  
Sutter Delta Medical Center

Nurses hired into RN positions before October 1, 2003 with RN seniority credit based on full credit for previous Local 250 bargaining unit seniority earned while in the service of the Hospital in the capacity of an LVN, shall be entitled to maintain all such seniority.

CALIFORNIA NURSES ASSOCIATION

SUTTER DELTA MEDICAL CENTER

\_\_\_\_\_  
Rose Ann DeMoro Executive Director

\_\_\_\_\_  
Linda Horn, CEO

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Kim Waldron, Labor Representative

\_\_\_\_\_  
Sandra Speer, Director of Human  
Resources

## **SIDE LETTER OF AGREEMENT**

### **Safe Patient Handling:**

A. The Medical Center shall maintain a safe patient handling program, such as the Medical Center's current program developed by Prevent, Inc. This program includes the following:

- A clinical assessment by Nurses of the patient's mobility and patient handling needs;
- Patient handling equipment;
- Training in safe patient handling and equipment use;
- Required adherence to patient handling policies and procedures, which incorporates procedures for emergency safe patient handling; and
- Training of all staff with patient handling responsibilities in safe patient handling methods.

B. The Medical Center will continue to provide mandatory "hands on" training on lift equipment and safe patient handling techniques, consistent with the Medical Center's safe patient handling program.

C. The Medical Center will continue to provide sufficient safe lifting equipment on each unit to comply with the Medical Center's safe patient handling program.

D. A designated representative of the Medical Center shall meet with the Professional Performance Committee at least quarterly, upon the request of the PPC, to discuss any concerns with the Medical Center's safe patient handling program and to develop, as appropriate, a mutually agreed-upon plan of improvements or corrections.

E. At a Nurse's request, the Medical Center shall provide an ergonomic evaluation of the work environment, including the Nurse's work space and equipment. Prior to any physical changes in the work environment, an ergonomic evaluation shall be done. Results of the ergonomic evaluation shall be reviewed and implemented in accordance with existing safety policies and the Medical Center's safe patient handling program.



**SIDE LETTER OF AGREEMENT**

**Meals and Rest Periods**

Meal and Rest Periods and Safe Staffing: The Medical Center and the Association recognize the importance of providing Nurses with meal periods and breaks as required by law and the Agreement. During the course of their negotiations during 2007 and 2008, the parties discussed at length the obligations imposed by the law and the Agreement to provide appropriate meal and rest breaks to Nurses. Nursing matrices developed by the Medical Center, which have been reviewed by the Staffing Committee and which reflect the Medical Center's legal obligations to staff both by ratios and acuity and to provide for meal and rest breaks as determined by law, shall be available to all Nurses in the Staffing Office. As provided for by the Agreement, in those situations in which Nurses are not provided meal periods or rest breaks in accordance with the law, the Medical Center shall provide additional compensation to Nurses as required by applicable law.

### **SIDE LETTER OF AGREEMENT**

For purposes of the SDMC/CNA successor agreement, expiring August 31, 2011, the Medical Center agrees not to take any action to remove from the Association's bargaining unit any Registered Nurse, either individually or as a classification, including but not limited to any Charge Nurse, on the grounds that the Registered Nurse is a supervisor under section 2(11) of the National Labor Relations Act.

**SIDE LETTER-PPC COMMITTEE MEETING  
CALIFORNIA NURSES ASSOCIATION  
AND  
SUTTER DELTA MEDICAL CENTER**

Each unit (as listed in Section 8.C.2(e) of this agreement) shall have a special staff meeting within the 60 days following ratification of this contract, to address the issue of lack of available staff for unexpected staffing needs. Any unit that is unable to reach consensus on a solution shall refer the issue to the PPC.

CALIFORNIA NURSES ASSOCIATION

SUTTER DELTA MEDICAL CENTER

\_\_\_\_\_  
Rose Ann DeMoro, Executive Director

\_\_\_\_\_  
Linda Horn, CEO

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Shawn Bartlett, Labor Representative

\_\_\_\_\_  
Sandra Speer, Director of Human Resources

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