



**NATIONAL UNION OF  
HEALTHCARE WORKERS**

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**Collective Bargaining Agreement**

**with**

**Fountain Valley Regional  
Hospital & Medical Center**

**(Registered Nurses and Professionals)**

**December 1, 2022 – November 30, 2025**

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## **ARTICLE 1 - RECOGNITION**

- 101 Pursuant to an election conducted on March 15, 2022, the Employer recognizes the Union as the exclusive collective bargaining representative of the employees employed at its facility in the following bargaining unit:

Included: All full-time, part-time, and per diem Registered Nurses including those who serve as charge nurses, relief charge nurses and designated professionals indicated in the Certification of Representative, #21-RC-17879, issued by the National Labor Relations Board at its facility at 17100 Euclid Street, Fountain Valley, CA 92708.

Excluded: All confidential employees, office clerical employees, and all other employees excluded in the Certification of Representative, #21-RC-17879, issued by the National Labor Relations Board (including without limitation physicians, and residents), registry nurses, employees of outside registries and other agencies supplying labor to the Employer, traveling nurses, guards, managers and supervisors, (as defined in the Act).

- 102 The Employer agrees not to challenge the bargaining unit status of any employee covered by this Agreement, claim that any employee covered by this Agreement exercises supervisory authority within the meaning of the National Labor Relations Act, assign duties to or remove direct patient care duties and responsibilities from any employee for the purpose of removing that employee from the bargaining unit. Finally, the Employer also agrees that during the term of this Agreement it will not challenge the Union's right to represent any employee covered by this Agreement based on a claim that such employee is a supervisor within the meaning of the National Labor Relations Act.

## **ARTICLE 2 – UNION REPRESENTATION**

### **201 UNION STEWARDS**

1. The Union shall provide the Employer with a written list of Union Stewards after their designation and shall notify the Employer of changes as they occur. Prior to the Employer's receipt of the Steward list, the Employer is not obligated to recognize a Union Steward under this Article. The functions of the Union Steward include the authority to:

- a. settle, or assist in settling, problems arising in connection with the application or interpretation of this Agreement;
  - b. assist in resolving grievances at Step 1 or 2 of the grievance procedure; and
  - c. serve as a Union representative for Weingarten meetings.
2. Union Stewards shall be paid for the time spent during their scheduled work hours when participating in mutually agreed meetings with management for investigation, grievances, discipline or other purposes. If a Union Steward wishes to schedule a meeting with an employee during the Union Steward's work shift, unpaid leave shall not be unreasonably denied.
3. Whenever a bargaining unit employee requests a Steward's presence at a Step 1 meeting with a supervisor in an attempt to resolve a possible grievance, every effort will be made to schedule such meeting a minimum of twenty-four (24) hours in advance. The Steward will notify his/her supervisor of such meeting and arrange for his/her own release, when possible, to attend. Should the supervisor determine that releasing the requested Steward is not possible, the Union Steward or Field Representative will either reschedule the Step 1 meeting or select an alternate Steward. Steward release will not affect the grievance procedure timelines as outlined in Article 9 – Grievance Procedure. Nothing in this provision overrides the grievance procedure as detailed in Article 9.
4. Union Stewards shall not direct any employees as to how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Facility or any employee.

A copy of this Agreement and a self-contained packet of Union materials listed below, provided by the Union, shall be given by the Employer to each newly hired Registered Nurses/Professionals at the same time the Facility new hire paperwork is processed, subject to timely prior receipt of such materials from the Union:

1. a copy of the Collective Bargaining Agreement;
2. a copy of the Union membership application and dues authorization card; and
3. a list of Union Stewards and Representatives.

**202     NEW EMPLOYEE ORIENTATION**

The Facility will allow a Union Steward, or Union representative, up to thirty (30) minutes, during the general part of the Facility's orientation program for new bargaining unit employees, to discuss the Union and the terms of the collective bargaining agreement, subject to Section C – Mutual Respect, below. Such time will be scheduled as the final item on the mandatory orientation program agenda when the affected represented bargaining unit members are present. The Facility shall inform the Union not less than five (5) days in advance of the time and location of orientation.

**203     MUTUAL RESPECT**

The Employer and the Union agree that in all cases they will be neither derogatory nor disparaging of one another, nor of their respective organizations, members and/or leadership.

**204     UNION REPRESENTATIVE**

For purposes of this Agreement, Union Representatives shall be defined as any Union employed representative assigned and/or designated representative to FVRMC or an off duty Union Steward.

A duly authorized Union Representative of the Union shall be permitted to enter the Facility at reasonable times for the purpose of observing whether this Agreement is being observed, or to check up on complaints of Bargaining Unit employees.

Immediately upon arrival to the Facility, the Union Representative shall advise the Chief Human Resources Officer or his/her designee. If the Chief Human Resources Officer or his/her designee is not on site and/or on duty, the Union Representative shall notify the Human Resource Office. In addition, the Union Representative will sign in with the main entrance security desk upon arrival at the Facility. At the end of the notified visit, the Union Representative will sign out with the main entrance security desk upon exit.

When at the Facility, the Union Representative will visibly wear his/her Facility issued Union Representative badge throughout the duration of the visit.

The Union Representative and Shop Steward will abide by, patient confidentiality, infection control, and other Facility policies applicable to such areas.

The Union Representative/Shop Steward will not interfere with the work of any employee. This shall not prevent the Union Representative or Shop Steward from

conferring with an Employee and his/her supervisor or a Facility representative on Facility time in connection with the complaint or problem concerning the Employee.

During the term of the Agreement, if the Employer believes that a Union representative is violating the limitations on access as set forth above, the Hospital may request an immediate meeting with representatives of the Union to discuss and attempt to informally resolve the Hospital's concerns. The meeting will be held in person or telephonically within twenty-four (24) hours of the Hospital's request. In the event that the Hospital's concerns are not resolved to the Hospital's satisfaction within forty-eight (48) hours of its request for such a meeting, the Hospital may submit the issue to expedited arbitration. The arbitrator will be selected in the same manner as set forth in Article 9.

**205    Paid Time for Union Stewards**

1. The Facility shall provide a total of six (6) hours per month of paid release time, to be allocated among up to twelve (12) Union Stewards. This paid release time shall not be scheduled in such a way as to create overtime.
2. The six (6) hours provided may be utilized for monthly steward meetings, steward education, and steward training, designed to further the relationship between the Facility and the Union. Stewards shall provide a minimum of seven (7) days advance notice to their Director of the dates of the Shop Steward Meeting. Paid release time is subject to staffing and scheduling needs. A steward who is specifically authorized for paid release time will be permitted to leave their normal work to utilize these hours or utilize such hours on unscheduled work time. The parties agree to work together on scheduling issues that may arise, including last minute scheduling changes by either party.

**206    BARGAINING UNIT LIST**

1. On a monthly basis, no later than the tenth (10th) of the month, the Facility will provide the Union with a list of the bargaining unit in the previous month and the effective dates thereof. The list will be provided electronically (on Excel, ASCII delimited text or another compatible format) showing the following information for such Employees: name, employee ID, classification, department, status, and date of hire. Addresses will be provided for new hires and transfers into the bargaining unit.
2. The Union shall indemnify the Facility and hold it harmless against any and all suits, claims, demands and liabilities that arise out of, or by reason of, any action taken

by Facility in providing the Union with the information set forth in Paragraph 1 above or otherwise complying with said paragraph.

**207     BULLETIN BOARDS**

The Facility shall provide two (2) glass enclosed locking bulletin boards in mutually agreed locations, one (1) in the Main Hospital, and one (1) in the East Tower for posting of notices and announcements regarding Union business, such as meetings, internal union election results, education and social events. No materials which are derogatory of the Facility, management, or Tenet Healthcare shall be posted.

Both the Union and Facility shall have a key to the bulletin board. Immediately after the Union posts any material in accordance with this section, a copy of such posted material will be delivered to the Human Resources Office.

In departments where NUHW bargaining unit members work, one (1) authorized 8 ½ x 14 inch posting space will be provided for posting of Union materials in currently existing non-public employee breakrooms where a bulletin board currently exists. Such materials shall not be derogatory of the hospital, management or Tenet Healthcare.

In the Laboratory department, the union may use the existing 8 ½ x 14 inch posting space.

NUHW postings anywhere other than authorized bulletin boards as indicated in this Article are prohibited and unauthorized. Postings in violation of these provisions may be removed by the Facility without notice.

**208     USE OF FACILITY CONFERENCE ROOMS**

Conference rooms will be made available through arrangements with the CHRO of the Facility by giving advance notice two (2) weeks in advance. If space is available Conference rooms will be available for a maximum of six (6) hours per month. Any unused hours per month shall expire and not carryover to the next month.

### **ARTICLE 3 - EMPLOYEE STATUS**

#### **A. FULL-TIME EMPLOYEE**

A Regular full-time Registered Nurse/Professional is a Registered Nurse/Professional who is not in a temporary status and is regularly scheduled to work thirty (30) hours or more per work week. Regular full-time Employees are benefits eligible.

#### **B. PART-TIME 1 EMPLOYEE**

A regular part-time 1 Registered Nurse/Professional is a Registered Nurse/Professional who is not in a temporary status and is regularly scheduled to work twenty-four (24) or more hours per workweek. Regular Part-Time 1 Registered Nurses/Professionals are benefits eligible.

#### **C. PART-TIME 2 EMPLOYEE**

A Part-Time 2 Employee regularly works less than twenty-four (24) hours per workweek. A Part-Time 2 Employee is not eligible for Hospital provided benefits, unless specifically provided for in this Agreement, provided that such Employees may participate in any retirement savings plan, assuming they meet the requirements of the plan.

Part-Time 2 Employees shall accrue seniority for purposes outlined in Article 4.

#### **D. PER DIEM EMPLOYEE**

A Per Diem Employee is a Registered Nurse/Professional Employee who has executed the Facility's Per Diem Agreement and who is not a regular full-time or, regular part-time 1 Registered Nurse/Professional. Per Diem Registered Nurses/Professionals do not receive any insurance, retirement or other fringe benefits under this Agreement, including without limitation Paid Time Off Plan benefits or other benefits as defined in Article 15 except that Per Diem Employees shall be eligible for participation in the Tenet 401(k) Retirement Savings Plan as allowed under the plan.

A per diem position has no regularly authorized hours and is scheduled on an as needed basis. Registered Nurse/Professionals in a per diem status shall be required to be available for work for not more than two (2) weekday shifts and two (2) weekend shifts per schedule. In units where on call is required, per diems must first submit their four (4) shifts per schedule availability, prior to being scheduled for on



call. Additionally, per diem Registered Nurse/Professional shall be required to be available for work for one (1) winter and one (1) summer holiday.

**E. TEMPORARY EMPLOYEE**

A temporary Registered Nurse/Professional is an employee utilized for a limited period, not to exceed ninety (90) days. Registered Nurses/Professionals in this category are not eligible for benefits or seniority credit. However, if after the ninety (90) days, this person is hired into a vacant position, their seniority shall be credited for the time period in which they served in temporary status.

**F. CONVERSION TO REGULAR FULL-TIME, REGULAR PART-TIME 1, AND PART-TIME 2 EMPLOYEE STATUS**

1. In the event a Part-Time 1 or Part-Time 2 Employee works a regular schedule of 30 or more conversion-eligible hours (as defined in Item 2) per week for ninety (90) calendar days or more, upon request, the Facility will post a full-time position.
2. For purposes of this Paragraph F, "conversion-eligible hours" means productive hours worked but does not include hours worked covering for approved time off or as a result of a shift giveaway or during any emergency declared by a local, state, or federal agency or government.
3. In the event a Per Diem Employee works a regular schedule of twenty-four (24) or thirty (30) or more conversion-eligible hours (as defined in Item 2) per week for ninety (90) calendar days or more, in the same classification and department, upon request, the Facility shall cause a reclassification of the additional hours to regular hours if he/she is not working such hours at his/her own request in accordance with paragraph 4 below. The additional regular hours will be posted as a vacancy.
4. A Per Diem, working regular hours may continue to work in such a position, at their request.
5. In the event a Part-Time 1, or Part-Time 2, or Per Diem qualifies under this Article and requests for either a full time or part time position to be posted, such affected employee shall be awarded the position, thus Article 5 will not be applicable in this case.

6. A Part-Time 1, Part-time 2 or Per Diem, shall not be reduced in hours solely to prevent his or her advancement to Full-Time, Part-time 1 or Part-time 2 status when the hours continue to be available or for the sole purpose of keeping a regular job constantly staffed by a Part time 1, Part-time 2 or Per Diem Employee.

#### **ARTICLE 4 - SENIORITY**

- 401 For full-time and part-time 1 Registered Nurses/Professionals, seniority shall mean a Registered Nurse's/Professional's most recent hire or transfer date with the Hospital in a bargaining unit position. At the time of ratification of this Agreement, seniority for those currently in the bargaining unit will remain the same.
- 402 Bargaining unit employees shall have their seniority with the previous Tenet Facility or previous facilities recognized for the purposes of benefit levels and accruals in accordance with Tenet policy.
- 403 With regard to the application of seniority for other purposes (i.e. layoffs, job bidding, etc.), bargaining unit seniority based on seniority from the previous Tenet Facility or previous facilities will be credited provided that the Facility from which the employee originates is covered by an NUHW contract for a similar bargaining unit containing these same seniority provisions.
- 404 A per diem Registered Nurse/Professional will not accrue seniority until she/he begins or is reinstated into a regular full-time or part-time 1 position. In such case, the per diem Registered Nurse/Professional shall have her/his seniority created by using one (1) year for every two (2) years of Per Diem status worked.
- 405 A Registered Nurse/Professional who accepts a position outside of the bargaining unit shall retain, but not accrue bargaining unit seniority for all time spent in such position. A Registered Nurse/Professional who returns to a bargaining unit position will have their retained seniority as it was when they left the bargaining unit position.
- 406 Seniority rights will not apply to a Registered Nurse/Professional until completion of the required probationary period, but a Registered Nurse/Professional shall acquire all seniority rights retroactive to his/her date of hire on completion of his/her probationary period.
- 407 In the event two (2) or more Registered Nurses/Professionals have the same effective seniority date, the most senior shall be determined by the date of

the original application for employment at the Facility, and if that date is the same then the most senior shall be determined by a lottery process administered jointly by the Facility and the Union.

408 The Hospital will maintain seniority lists, which will be provided to the Union quarterly, upon request. The updated seniority list shall also be maintained in the nursing/staffing office available for inspection by any bargaining unit member.

409 A Registered Nurse's/Professional's seniority shall be lost:

1. If the Registered Nurse/Professional resigns or retires.
2. If the Registered Nurse/Professional is discharged.
3. If a layoff exceeds twelve (12) consecutive months.

410 Seniority shall be reinstated for the following reasons:

1. If a Registered Nurse/Professional who has resigned or retired is rehired within one (1) year of his/her resignation and the Nurse/Professional had at least one (1) year of continuous service prior to resigning.
2. If a Registered Nurse/Professional on layoff is rehired within one (1) year.

411 Reduction in Force and Recall

412 The parties recognize that reductions in force are extremely serious matters and that even well-intentioned procedures may result in unintended applications. Therefore, the parties agree to communicate and meet during any application of the procedures to ensure its correct application to employees. Nothing contained herein shall prevent the parties from mutually agreeing to modify the procedure in a specific reduction in force application should the need arise. Layoff is defined as an involuntary change to unpaid status of more than fourteen (14) consecutive calendar days for full-time and part-time<sup>1</sup> Registered Nurses/Professionals.

413 Registered Nurses/Professionals who have completed the required probationary period shall receive fourteen (14) calendar days written notice or pay in lieu thereof, pro-rated for part-time <sup>1</sup>. For mass layoffs, as defined by WARN, the Act's provisions shall apply. The Facility will send notice to the Union at the same time notice is given to the Registered Nurse/Professional. Upon request, the Union and the Facility will meet to discuss the layoff order and bargain over the effects of the decision to layoff. Such meeting will take place at a mutually agreeable date and time after receiving such notice but no later than the layoff date, unless by mutual agreement.

For purposes of this paragraph only, notice will be provided to the Union by email.

414 Prior to implementation of a permanent layoff, the Facility will accomplish the following:

1. Consider Registered Nurses/Professionals who want to volunteer for layoff. Any Registered Nurse/Professional who volunteers shall make the request in writing, sign it, and provide it to Human Resources within three (3) days after the announcement of a layoff.
2. Consider any voluntary changes in status. Any Registered Nurse/Professional who volunteers shall make the request in writing, sign it, and provide it to Human Resources within three (3) days after the announcement of a layoff.
3. Discontinue the use of all temporary or registry Registered Nurse/Professionals or travelers in the areas affected by the layoff, provided the remaining Registered Nurses/Professionals have the necessary knowledge, skills, and competencies to provide required patient care.
4. Discontinue the use of per diem Registered Nurses/Professionals to the extent feasible.
5. Terminate probationary Registered Nurses/Professionals, in the affected unit unless such probationary Registered Nurses/Professionals possess special skills and/or qualifications that a more senior nurse does not already possess.

415 1. Should the Employer require additional reductions in force after the above options have been utilized, reduction in force shall follow the procedure outlined below:

- a. Reduction in Force (RIF) shall be by unit, shift and by seniority, eliminating the least senior first among the Per Diem, then Part Time 2, then Part Time 1, then Full Time staff.
- b. If the identified affected employee is not the least senior in the department, such employee may displace the least senior employee in their department in his/her current classification and employment category.

2. Placement

- a. The affected employee(s) will be placed into any vacant comparable position within the Bargaining unit of the same employment category, pay, shift and classification provided he/she meets the position requirements and has the competencies. For Registered Nurses, a comparable position is a position within their Float Division. If an employee rejects an open comparable position offered at this Step, then the employee will forfeit all displacement rights.

- b. An affected employee may apply for and will be given any open position for which they are qualified and for which they meet position requirements and competencies.
  - c. An affected employee who does not qualify in 2 a. or b. may bump the least senior employee in their Float Division as listed in Article 12, provided they are competent and qualified. The Hospital will provide the necessary cross training of at least one month if the employee is placed in another unit.
3. Layoffs in connection with a reduction of staff and the recall to work of Registered Nurses/Professionals shall be governed by seniority, qualifications, and competencies.
- 416 A laid off employee shall have recall rights for twelve (12) months from the date the employee was laid off or has a status change. Recall from layoff shall be in reverse order from layoff; the last Registered Nurse/Professional laid off shall be the first recalled. An employee selected for layoff that accepts a position to remain employed, whether in a different department, unit and/or with different pay, shift or classification shall have recall rights to return to his/her former shift, department/unit, job classification, employment status for the defined "recall" period.
- 417 A Registered Nurse/Professional shall be deemed terminated from employment when, after a layoff, such Registered Nurse/Professional fails to reply within ten (10) calendar days of delivery or attempted delivery of the notice of recall, notify the Hospital of his/her intent to return to work on the date specified for recall, and thereafter, return to work on such date. When an employee is sent a recall notice a copy will be provided by the Union. In order to be eligible for recall an employee must keep the Hospital informed of employee's current mailing address and telephone number.
- 418 Registered Nurses/Professionals who return to the position from which they were originally laid off as a result of recall from layoff within one (1) year from the date of separation shall be restored to their former status with respect to salary, classification, and all fringe benefits outlined in this Agreement that are in force at the time of return to work. There shall, however, be no accumulation of earnings or benefits during the period of separation, however the applicable years of service will continue to age during the layoff period, in which case the salary placement will reflect the years of experience upon recall date.
- 419 Severance Pay
- Severance pay will be provided to a regular Full-Time and regular Part-Time 1 Employee whose employment is terminated as a result of a reduction in force

provided he/she executes the Facility standard release, which shall not require waiver of any recall rights provided by this Agreement. The amount of severance pay will be one (1) week of pay per full year of service, up to twelve (12) weeks, with a minimum of two (2) weeks' pay. Payment will be at the Employee's current base rate and partial years will not be prorated. A full year is defined from the hire date at the facility, to the next anniversary hire date. For example, an Employee hired on February 7, 2005, will have one full year on February 7, 2006, and so forth.

An employee who is laid off, receives severance pay and is returned to work before the period which severance pay covered, shall have their future entitlement for severance pay adjusted accordingly (e.g. the employee who receives ten (10) weeks' severance pay and is returned in five (5) weeks would have five (5) weeks less of severance pay in the future).

#### **ARTICLE 5 – JOB POSTING AND FILLING OF VACANCIES**

**501     Job Posting and Bidding**

502     All bargaining unit job openings shall be posted on the FountainValleyHospital.com website for at least seven (7) calendar days. Interested bargaining unit members may apply for a posted vacancy by applying for the posted position on the Fountain Valley website.

If an applying employee believes their application has not been processed in a timely manner, the employee will immediately contact the Human Resources Department for resolution.

503     Each posted position shall be identified with an assigned posting number and date of posting. Qualifications for each job opening shall be included on the position postings. Postings shall include the department/unit, hours, shift, and work duties.

504     Any qualified bargaining unit Registered Nurse/Professional who applies for a posted position during the seven (7) calendar day posting period shall be given preference of consideration over outside applicants in accordance with the Selection process as noted in this article. If there are no applications received by the Facility during the posting period by any otherwise qualified Registered Nurses /Professionals, the Facility may then fill the posted position from any source.

505 Subject to the provisions of Paragraph 504, after a position opening has been posted, and there are no qualified applicants within the seven (7) calendar day period, the posting shall remain open until the position is either filled or cancelled. In this respect, currently employed Registered Nurses/Professionals will have the knowledge of the Facility's continuing need, either for personal interest or to advise Registered Nurses/Professionals employed elsewhere.

**506 Selection**

507 Registered Nurses/Professionals shall be eligible to apply for transfer to open posted positions. Preference among those applying for posted positions shall be given in the order listed below. Applicants shall be awarded such position based upon their seniority among the same preference level, provided that a) the applicant must meet all reasonable qualifications of the job established by the Facility, and b) the applicant's skills, abilities, training, experience, competencies, and job performance (as evidenced by periodic evaluations) must meet minimum standards as required for the posted opening, in the Facility's reasonable judgment. If the Employer's judgement is disputed, the Employer has the burden of establishing that its judgement was reasonable.

**Preference Level:**

1. Qualified Full Time, Part Time 1 employees from within the Department
2. Qualified Part Time 2\* or Per Diem\* employees from within the Department
3. Qualified Full Time, Part Time 1 employees from within the Facility
4. Qualified Part Time 2\* or Per Diem\* employees from within the Facility
5. Qualified Tenet employees from another facility
6. Any other applicants

\*For purposes of this section, date of hire shall be substituted for Seniority for Part Time 2 and Per Diem RN's.

508 In the event two (2) or more Registered Nurses/Professionals apply for a position, have equal competencies and qualifications, and have the same bargaining unit seniority date; the most senior shall be determined by the date of application to the Facility. If the application date is the same, then selection shall be by a lottery process administered jointly by the Facility and the Union.

509 When a Registered Nurse/Professional submits an application for Transfer/  
Promotion for a posted vacancy, he/she shall be informed within ten (10)  
calendar days from the date of the award, in writing, by the Employer  
whether or not they are awarded a position. Once the position is awarded to  
the Registered Nurse/Professional, the transfer will take effect no later than  
four (4) weeks from the date the position was awarded. Exception to the  
four (4) week transfer period deadline shall be by mutual agreement  
between the Registered Nurse/Professional and the Employer.

**510 Charge Nurse Selection**

511 Notwithstanding any other provisions of this Agreement, the Facility will select Charge  
Nurses based on its assessment of each candidate's training, qualifications,  
competencies, and performance, as well as perceived leadership potential. If in  
management's judgment, the above-noted factors are equal amongst Charge Nurse  
candidates, the Facility will select the candidate with the most seniority in accordance  
with Article 4.

**512 New Position Trial Period**

513 Upon being selected for a posted position opening, the Registered Nurse/Professional  
will undergo a new position trial period of ninety (90) calendar days. Should the  
Registered Nurse/Professional fail to qualify for the new assignment during the ninety  
(90) days or elect to return to the former assignment during the first thirty (30) days of  
the trial period, the Registered Nurse/Professional shall be returned to their former or  
comparable assignment. A comparable position is defined as being in the same unit,  
same shift. The decision whether the Registered Nurse/Professional successfully  
adapts to the new position during the adaptation period will not be subject to Article 9,  
Grievance and Arbitration Procedure. If a position is not available on the same shift in  
the same unit, the Registered Nurse/Professional shall be placed on a preferential list  
for the next shift opening.

**514 New or Revised Job Description and Rate**

515 At such time as the Facility establishes a new job classification covered by this  
Agreement, or substantially revises the content of an existing job classification, a new  
job description shall be prepared for such new or revised job by the Facility.

516 The Facility will also prepare a proposed rate of pay for the new job. Such rate shall be  
based on the requirements of the job under consideration, its relation to the  
Facility's current rate structure and to existing jobs.

517 The proposed job description and the rate shall be presented to the Union in writing as  
soon as possible. The Parties will meet to discuss the content of the job description and  
to review the proposed rate, if requested by the Union, within ten (10) calendar days



after the receipt of the certified letter transmitting the job description and rate to the Union.

- 518 Provided agreement is reached, the job and the rate shall be placed into effect on a permanent basis, and the rate shall not be subject to change except upon a subsequent revision of the job duties or as increased subject to bargaining.

**519 New Rate Trial Period**

- 520 In the event no agreement is reached on the rate, the Facility may elect to put the proposed rate into effect. The Union may use the grievance procedure in objecting to the permanent rate for the job by filing a Union Grievance.

**521 Permanent Rate**

- 522 When a rate has been fixed by mutual agreement, or has become permanent under the above provisions, the permanent rate shall be paid from the date the job was established or revised, which shall, unless otherwise agreed, be deemed to be the date the job description and the proposed rate were placed into effect by the Facility.

- 523 Should the Union believe that a job has been substantially changed or a new job established without use of this Article, the Union may file a Union Grievance regarding any such change, in which event; any change in the rate for the job in question shall become effective beginning with the date such grievance is filed. No grievance shall be filed under this paragraph more than six (6) months after a job has been substantially changed or a new job established without use of this Article.

**524 Shift Coverage for Leaves of Absence:**

If a Bargaining Unit employee is on an approved leave of absence for more than one schedule (i.e., 4 - 6-week period), the Employer may temporarily cover the vacant shifts. If there are more volunteers than required, extra shifts shall be distributed equitably.

## **ARTICLE 6 - NON-DISCRIMINATION**

- 601 The Facility and the Union agree that there shall be no discrimination against any Registered Nurse/Professional or applicant because of race, color, religion, national origin, sex, sexual orientation, age, disability, marital status, union status or any other characteristic protected by law.
- 602 There shall be no discrimination by the Facility or the Union against any Registered Nurse/Professional because of membership in or activity on behalf of the Union. Association Representatives shall not be transferred or reassigned to another area of work as a result of Union activities.

## **ARTICLE 7 - HARASSMENT**

- 701 The Facility is committed to providing a work environment free from discrimination and unlawful harassment. The Facility will not tolerate actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation, or any other legally protected characteristic. Any employee, supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.
- 702 The Facility will take all reasonable steps to protect an employee who reports harassment from continuing harassment and from retaliation because of having reported the harassment. The Facility will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action will be taken to stop the harassment immediately and to prevent its reoccurrence.
- 703 In order to provide the best possible environment for patients, employees, and the public, it is the mutual intent of the facility and the union that all persons within the Facility treat each other with dignity, respect, and courtesy in accordance with the Tenet Standards of Conduct. The parties agree that this paragraph is not subject to arbitration.

## **ARTICLE 8 – HEALTH CARE PROFESSIONAL ADVISORY COMMITTEE (HPAC)**

### **801 Purpose**

802 The purpose of this committee is to discuss the quality of patient care services and to make recommendations to improve patient care service in the context of work design, if applicable, or in the current method or system of patient services delivery.

803 The Health Care Professional Advisory Committee (HPAC) is comprised of both management and bargaining unit Registered Nurses and Health Care Professionals who recognize the evolving nature of nursing and health care and who are committed to the practice of providing quality patient care. The HPAC provides a collaborative setting to address patient care issues, resolve problems and create general ideas for change, where appropriate.

804 A joint chairmanship will provide leadership for the HPAC. The joint chair positions will be held by one (1) member of management and one (1) bargaining unit member. These leaders will be selected by the management and Union, respectively. The joint chairs will be responsible for setting the agenda for each meeting, scheduling meetings, facilitating meetings, parliamentary duties, assigning responsible parties for follow-up assignments and/or other work supporting the goals of the committee. An appointed HPAC member will be responsible for ensuring that minutes are recorded and distributed to all HPAC members by email a week prior to the next HPAC meeting.

805 The parties will reduce to writing any agreements reached by the HPAC and approved by the Facility and the Union. Any agreement reached by the HPAC shall not conflict with the Collective Bargaining Agreement. Issues filed as a grievance will not be discussed or reviewed by the HPAC.

### **806 Composition**

807 The HPAC shall be composed exclusively of six (6) bargaining unit employees chosen by the Union and six (6) management employees to include the CNO or his/her designee chosen by the Facility. Mutually agreed upon employees may attend meetings on an ad hoc basis to add clarity and insight into issues being addressed. NUHW staff shall participate in HPAC meetings.

**808    Meetings**

809    The HPAC shall meet monthly. HPAC members shall be paid up to four (4) hours at their base hourly rate per HPAC meeting, based on the actual length of the HPAC meeting. Mutually agreed upon bargaining unit members who are invited to attend HPAC on an ad hoc basis shall be paid at their normal straight time rate, excluding all differentials or other premiums, for time spent during the HPAC meetings. In the event that the parties mutually agree to meet for longer than four (4) hours or more than once a month, pay shall be provided to attending HPAC members.

**810    Responsibilities**

811    An agenda item which has not been fully discussed may be carried over to the next meeting.

812    By mutual agreement, the HPAC may employ the services of a mediator/facilitator skilled in interest-based problem solving to provide training in useful techniques for building consensus.

**ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE**

**901    Definition**

902    A grievance is defined as a dispute as to the interpretation, meaning or application of a specific provision of this Agreement.

**903    Procedure**

904    Grievances shall be processed in accordance with the procedure set forth below:

**905    Step 1**

906    A Registered Nurse/Professional should make a reasonable effort to resolve the possible grievance informally in a discussion with his/her immediate supervisor.

If a Registered Nurse/Professional is unable to resolve the possible grievance, they may request a Union Representative or Shop Steward, and together they will have a discussion with the immediate supervisor.

This requirement must be satisfied before a written grievance is submitted at Step 2.

**907    Step 2**

908    If the grievance cannot be resolved informally, it shall be reduced to writing and submitted to the Facility's designated representative within fifteen (15) calendar days after the Registered Nurse/Professional had or should have had knowledge, of the event which caused the grievance. In any event, irrespective of the Registered Nurse's/Professional's knowledge, the grievance must be presented in writing to the Facility's designated representative within thirty (30) calendar days after the event on which it is based. The written grievance must:

- (a) allege the violation of a specific provision or provisions of this Agreement, and
- (b) set forth all factual grounds upon which the allegation is based.

Within ten (10) calendar days after receipt of the written grievance, a meeting shall be held with the Facility's designated representative(s) to discuss the grievance. The grievant, the Union Steward and the Union Representative may be present at the meeting. Within ten (10) calendar days after the meeting, the Facility's designated representative shall respond to the grievance in writing.

**909    Step 3**

910    If the Facility's response in Step 2 is not satisfactory, the Union may submit the grievance to arbitration by notifying the Facility in writing of its intent to do so. In order to be timely, the Union's notice must be received by the Facility within fourteen (14) calendar days after the Union's receipt of the Facility's Step 2 response.

**911    Arbitration**

912    The following procedure shall apply if a grievance is submitted to arbitration:  
913

1. An impartial arbitrator shall be selected by mutual agreement from the following panel of arbitrators:

Fred Horowitz	Michael Prihar	
Douglas Collins	Sara Adler	Ken Perea

- 913 If the parties cannot reach agreement, the parties will select an arbitrator by alternately striking names from the list until one arbitrator remains. The selection of the arbitrator must be completed no later than thirty (30) calendar days from receipt by the Facility of the appeal to arbitration.
2. A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Facility and the Union shall present their respective positions, evidence, and arguments. The sole parties to the Arbitration proceeding shall be the Facility and the Union. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit Registered Nurses/Professionals. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.
  3. The arbitrator's authority is derived from this Agreement and his/her jurisdiction is limited to the interpretation and application thereof. He/she shall not have authority to amend or modify any provision of this Agreement or render an award on any grievance arising before the effective date, or after the termination date. Moreover, the parties agree that no dispute regarding implementation of any Healthcare Professional Committee (HPAC) recommendation under Article 8 will be subject to arbitration under this Agreement.
  4. The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Facility and the Union.

**914 Time Limits**

- 915 The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express agreement of the Union and the Facility. Such agreement need not be in writing. If the Facility fails to respond to a grievance within the time limits set forth in this Article, the grievance may be appealed immediately to the next step. In the event of a failure by the grievant or the Union to adhere to any such requirements, the grievance shall be resolved on the basis of the Facility's last response

**916 Tenet Fair Treatment Process**

- 917 The parties agree that nothing in this Agreement shall affect the enforceability of any Registered Nurse's/Professional's existing agreement to be bound by the Tenet Fair Treatment Process ("FTP"), including by either final and binding arbitration, under the American Arbitration Association's Employment Dispute

Resolution Rules with respect to any dispute not otherwise arbitrable under the Collective Bargaining Agreement. The parties further agree that the Facility may request that any currently employed or newly hired Registered Nurse/Professional voluntarily execute an acknowledgement form likewise agreeing to be bound by the FTP with respect to any disputes not otherwise arbitrable under this Collective Bargaining Agreement. No retaliation or adverse action may be taken against anyone who exercises the option not to sign the FTP. Further, any Registered Nurse/Professional who initially declines to be bound by the FTP may later elect this option with respect to any particular claim normally subject to the FTP and not otherwise arbitrable under this Collective Bargaining Agreement, and will be informed of this right by the Facility. Nothing herein shall preclude any Registered Nurse/Professional or the Facility from seeking to challenge or enforce the FTP, including the obligation to arbitrate.

#### **ARTICLE 10 – PERFORMANCE IMPROVEMENT AND DISCIPLINE**

##### **1001 Philosophy**

1002 The Performance Improvement Process recognizes the value of all Registered Nurses/Professionals and the significant investment each Registered Nurse/Professional represents and is reflective of our commitment to retain Registered Nurses/Professionals whenever possible. The focus of this process is to develop a collaborative approach to resolve performance or behavioral issues. This Performance Improvement Process is intended to be an open process that utilizes a problem-solving approach to address issues and explore non-punitive alternatives to correct performance and/or behavioral concerns. The Facility has the right to utilize the Performance Improvement Process, up to and including discharge for cause, with any Registered Nurse/Professional. It is the intent of the Facility to utilize the progressive process appropriate to the offense and the Registered Nurse's record of service.

1003 The Performance Improvement Process will include an investigation as determined appropriate by management, including an interview with the affected bargaining unit member.

##### **1004 Purpose**

1005 The Performance Improvement Process is intended to explore positive ways to build Registered Nurse/Professional commitment, generate self-discipline and

ensure individual responsibility and accountability for performance and behavior.

**1006 Just Cause**

1007 The Facility may only discipline or terminate an employee for just cause.

**1008 Level 1 –Verbal Performance Improvement**

1009 This is the first level of the Performance Improvement Process. At this level, the Manager will meet privately with the Registered Nurse/Professional and, if requested by the Registered Nurse/Professional, a representative of the Union, to clarify the performance or behavioral issue. The Manager's primary role at this level in the Performance Improvement Process is to gain the Registered Nurse's/Professional's agreement to solve the problem. The focus of this conversation should be to remind the Registered Nurse/Professional that he/she has a personal responsibility to meet reasonable standards of performance and behavior. The Manager and Registered Nurse/Professional should use this opportunity to collaboratively problem solve the issue(s), clarify expectations, and explore and agree on behavioral changes, including measures of achievement and timelines as appropriate.

1010 The Manager will prepare a written summary of the meeting to include: date, issue(s) discussed, and agreements reached. A copy of the written summary will be given to the Registered Nurse/Professional. The written summary will be placed in the Registered Nurse's/Professional's Human Resources file. Actions taken by the Facility at Level 1 are not subject to the grievance process.

**1011 Level 2 – Individual Performance Improvement Plan**

1012 This is the second level of the Performance Improvement Process and should be utilized if the Registered Nurse's/Professional's performance or behavioral issues continue. At this level the Manager will meet privately with the Registered Nurse/Professional and provide a Performance Improvement Plan (PIP) and if requested by the Registered Nurse/Professional, a representative of the Union, to revisit the issue and clarify the need for the Registered Nurse/Professional to meet standards of performance and behavior. At Level 2 and Level 3 meetings between the Registered Nurse/Professional and management, in addition to the employee and the manager, the Union, at its discretion, may have up to two (2) union representatives in attendance and management may have an unlimited number of attendees.



- 1013 The preferred outcome of this meeting is that the Department Manager and the Registered Nurse/Professional, through a collaborative process, will mutually agree upon an Individual Performance Improvement Plan. However, if the Registered Nurse/Professional refuses to acknowledge the issue, or agreement cannot be reached on the Individual Performance Improvement Plan provided by the manager, within five (5) days of the issuance of the counseling/PIP, the Registered Nurse/Professional may request in writing to Human Resources to meet to collaboratively discuss the PIP and within five (5) days of receiving the request, a meeting will be held, unless otherwise mutually agreed. During the meeting if there are any changes to the issued PIP, the changes will be made on the PIP and initialed by both parties. The Individual Performance Improvement Plan will include notification to the Registered Nurse/Professional that failure to live up to performance or behavioral expectations will result in further corrective action being taken against the Registered Nurse/Professional, which may eventually lead to termination.
- 1014 The Registered Nurse/Professional will be asked to sign an Individual Performance Improvement Plan as an acknowledgement of his/her agreement to the plan and as an expression of commitment. The Union Representative, if present, will be asked to sign the memorandum as having been in attendance at the meeting. The Individual Performance Improvement Plan is part of the formal corrective action process and will be used for purposes of establishing progressive discipline. The Department Manager will meet with the Registered Nurse/Professional and, if requested by the Registered Nurse/Professional, a representative of the Union for purposes of assessing progress or moving the process forward if satisfactory progress has not been made.
- 1015 Actions taken by the Facility at Level 2 are subject to the grievance process. The following may be considered by management in determining whether or not Level 2 should be repeated or the issue should be advanced to Level 3 - Decision Making: severity of the incident; frequency of the incident; date of the incident in comparison to the date of the Performance Improvement Plan; previous overall performance; tenure of the Registered Nurse/Professional; mitigating circumstances; and commitment of the Registered Nurse/Professional to the overall Performance Improvement Plan.
- 1016 Level 3 – Decision Making**
- 1017 This is the third level of the Performance Improvement Process, and should be utilized if it is determined that prior actions have failed to produce desired changes. At this level a meeting will be scheduled with the Department Director

and/or designee, the Registered Nurse/Professional and if requested by the Registered Nurse/Professional, a representative of the Union for purposes of discussion of continued performance or behavioral issues. During this meeting, the Registered Nurse/Professional has the opportunity to choose to change his/her performance or behavior and remain with the organization, or voluntarily sever the employment relationship. The Facility will document the meeting in a Memorandum for the Record, which will include the date, location, attendees and summary of discussion and may place the Registered Nurse/Professional on unpaid Decision Making Leave not to exceed seven (7) calendar days.

1018 If the Registered Nurse's/Professional's decision is to change his/her performance or behavior and continue his/her employment, the Facility, Registered Nurse/Professional and if requested by the Registered Nurse/Professional, a representative of the Union will meet to develop a Last Chance Agreement. The Last Chance Agreement will include a Performance Improvement Plan that is designed to eliminate the gap between actual and desired performance or behavior, and will also include measures of achievement and reasonable timelines. The Registered Nurse/Professional will be required to sign the Last Chance Agreement. The Union Representative, if present, will be asked to sign the Last Chance Agreement as having been in attendance at the meeting. The Performance Improvement Plan is part of the formal Corrective Action Process and will be used for purposes of establishing progressive discipline.

1019 If the Registered Nurse/Professional does not participate in the development of a Performance Improvement Plan, which would be incorporated into the Last Chance Agreement, refuses to sign the Last Chance Agreement or does not voluntarily terminate, the Registered Nurse/Professional may be terminated. Actions taken by the Facility at Level 3 are subject to the grievance process.

**1020 Level 4 – Termination**

1021 If the Registered Nurse/Professional violates the Last Chance Agreement, the Registered Nurse/Professional may be terminated.

1022 Actions taken by the Facility at Level 4 are subject to the applicable grievance process.

**1023 Utilization of Documentation**

1024 No disciplinary document (Level 2 or above) shall be utilized for any personnel decision or progressive discipline beyond one (1) year of its issuance, except that the Facility may utilize any such disciplinary document to justify any disciplinary action to a court, administrative agency or arbitrator.

**1025 Investigatory Suspension**

1026 In situations where Management determines that removal of a Registered Nurse/Professional is warranted due to the nature of a reported incident or allegation, such Registered Nurse/Professional will be placed on unpaid investigatory suspension notified of the alleged incident or allegation that gave rise to the investigation within a reasonable time. The Registered Nurse/Professional has the right to Union representation as per section 1043 of this agreement. At the conclusion of the investigatory suspension, and in those instances where the Registered Nurse/Professional is not terminated, Management will, based on the nature of the incident determine where to place the Registered Nurse/Professional in the Performance Improvement Process.

1027 No employee shall be held in unpaid investigatory suspension for more than seven (7) calendar days unless the employee or key witnesses are unavailable to the Facility to complete the investigation. In the event the employee or key witnesses are unavailable, the Employee shall be made whole for any scheduled shifts in excess of seven (7) calendar suspension days.

1028 In the event it is determined that discipline is not warranted, the Registered Nurse/Professional will be paid for the investigatory suspension.

**1029 Acts of Gross Misconduct**

1030 Acts of gross misconduct and/or gross negligence will subject the Registered Nurse/Professional to an accelerated level in the Performance Improvement Process (e.g., Last Chance Agreement or Termination). Acts of gross misconduct and/or gross negligence include, but are not limited to: theft, drug diversion, fighting.

**1031 Record of Conference Form**

1032 The categories of the Record of Conference Form utilized by Facility management shall be equivalent to the Performance Improvement Process as follows:

- |                    |             |                                    |
|--------------------|-------------|------------------------------------|
| 1. Verbal Warning  | PIP Level 1 | Verbal Performance Improvement     |
| 2. Written Warning | PIP Level 2 | Individual Performance Improvement |

- |                |             |                 |
|----------------|-------------|-----------------|
| 3. Suspension  | PIP Level 3 | Decision Making |
| 4. Termination | PIP Level 4 | Termination     |

**1033 Performance Improvement Documentation**

- 1034 At any level of the Performance Improvement Process the Registered Nurse/Professional shall be given a copy of the Performance Improvement Plan document and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the document shall not constitute an admission of the employee's agreement with the substance of the action. Signing the Performance Improvement Plan does not constitute agreement with the substance of the action but does constitute the employee's agreement to follow the Performance Improvement Plan.

**1035 Right to Discipline**

- 1036 Nothing herein shall be deemed to restrict the Facility's right to discipline, suspend or terminate a Registered Nurse/Professional for just cause. Moreover, nothing herein shall be deemed or construed to waive the Facility's right to promulgate and maintain rules of conduct, including but not limited to absenteeism policies.

**1037 Disciplinary Notices, Rebuttal, and Inspection of Personnel Files**

- 1038 There shall be one official personnel file for all bargaining unit employees and they shall have the right to inspect and to be provided, on request, with one copy of any document in the employee's file.
- 1039 Employees will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.
- 1040 In any case where the Facility and the Union agree to revise personnel record material, the Facility shall, upon request, provide evidence of the revision.

**1041 Additional Representation Rights**

- 1042 The following holding of the U.S. Supreme Court in *NLRB v. Weingarten, Inc.*, shall apply to investigatory interviews conducted by the Facility that an employee, upon his/her request, is entitled to have a Union representative present during an investigatory interview in which the employee is required to

participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of an Union representative is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within twenty-four hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his/her presence.

**1043 Probationary Registered Nurses/Professionals**

1044 A Registered Nurse/Professional will be on probation for the first ninety (90) calendar days and may be discharged or disciplined in the Facility's discretion without establishing just cause, and such probationary period may be extended for an additional ninety (90) calendar days upon written notice to the Registered Nurse/Professional and the Union.

1045 Should the Union believe issues have arisen or are of concern regarding the implementation of the procedures and processes in this article, the Union will request a meeting with the CHRO or his/her designee.

**ARTICLE 11 – HOURS OF WORK, OVERTIME & SCHEDULING**

**1101 State & Federal Wage & Hour Laws**

1102 The Facility will comply with all applicable Local, State and Federal wage and hour requirements.

**1103 Definitions**

**1104 Standard Work Day**

1105 A standard work day for overtime purposes is a twenty-four (24) hour period beginning at 12:00 midnight each day for all employees.

**1106 Shifts & Starting Times**

1107 There shall be four (4) shifts of work, and the general starting times are assigned as follows:

1. **Day Shift:** A shift that starts on or after 3 a.m.

2. **Evening Shift:** A shift that starts on or after 11 a.m. with the majority of its hours past 3 p.m.
3. **Night Shift:** A shift that starts on or after 7 p.m. with a majority of its hours past 11 p.m.
4. **Rotating/Variable Shifts:** Registered Nurses/Professionals shall not be assigned or required to work a schedule which contains rotating/variable shifts. For the purposes of this Article, "rotating/variable shift" means that a Registered Nurse/Professional is required to work a shift other than his/her regular shift, (e.g. day to p.m., p.m. to day). This provision shall not prevent a Registered Nurse/Professional from voluntarily agreeing to work rotating/variable shifts. Per Diem, CLS and Clinical and Staff Pharmacist are exempt from section 1107, number 4.

**1108 Alternative Shifts**

- 1109 The Hospital may establish special alternative shifts of work in particular departments and/or units, and shall bargain with the Union prior to implementation of such alternative shifts.
- 1110 If after the implementation of a new department/unit work schedule, Registered Nurses/Professionals who wish to remain on her/his current eight (8) hour work schedule may do so unless she/he voluntarily agrees to a new work schedule.
- 1111 For purposes of this Article, "voluntary" shall be interpreted to mean that, whenever a negotiated alternative shift is in effect, an employee who wishes to work a particular alternate shift arrangement shall be deemed to have volunteered for such shift by accepting assignment thereto.

**1112 Pay Period**

- 1113 The pay period shall consist of a fourteen (14) day period beginning with Sunday at 12:00 midnight and ending on Saturday of the following week at 11:59p.m.

**1114 Overtime and Premium Pay**

- 1115 Supervisory approval is required prior to working any hours by an employee that would require the payment of overtime or premium wages. All overtime worked by an employee shall be authorized in advance. If it is not possible to secure authorization in advance on the day overtime must be worked, the employee

shall justify the overtime in writing, on the day worked, and the reasons, therefore.

**1116 Eight Hour Shift**

**1117 Overtime**

Employees will be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for hours worked in excess of eight (8) hours in any one work day or over eighty (80) hours in a fourteen (14) day work/pay period and two (2) times his/her regular rate of pay for all hours worked after the first twelve (12) hours in a workday.

**1118 Ten Hour Shift**

**1119 Overtime**

Employees will be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked after the first ten (10) hours in a workday or over forty (40) in a workweek and two (2) times her/his regular rate of pay for all hours worked after the first twelve (12) hours in a workday.

1120 If any employee works more than four (4) ten (10) hour shifts in one (1) work week, he/she will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for the first eight (8) hours worked and double the regular rate of pay for hours worked in excess of eight (8) on each additional shift.

**1121 Scheduling**

Employees working ten (10) hour shifts will be scheduled for no more than forty (40) hours per week unless by request of the employee or in the case of a catastrophe.

A work week will consist of four (4) ten (10) hour shifts. Two (2) work weeks will constitute a pay period and correspond to the Hospital's regular pay period cycle.

**1122 Twelve Hour Shift**

**1123 Overtime**

Employees will be paid at the rate of twice their regular rate of pay for all hours worked in excess of twelve (12) in any one day. If an employee actually works

more than three (3) scheduled twelve (12) hour shifts in any one (1) workweek, he/she will be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for the first eight (8) hours worked and double the regular rate of pay for hours worked in excess of eight (8) on each additional shift.

**1124 Scheduling**

Employees working twelve (12) hour shifts will be scheduled no more than thirty-six (36) hours per week, unless by request of the employee, or in the case of a catastrophe.

- 1125 A work week will consist of three (3) twelve (12) hour shifts. Two (2) work weeks will constitute a pay period and correspond to the Hospital's regular pay period cycle.

**1126 Distribution of Overtime**

- 1127 Notwithstanding Article 21, Management Rights, the Facility will use reasonable efforts to distribute overtime work among Registered Nurses/Professionals, subject to qualifications and competencies, in each unit on an equitable basis.

**1128 No Pyramiding**

- 1129 There shall be no pyramiding or duplication of overtime or premium payments for the same hours worked. If two or more premiums apply, the greater shall prevail.

**1130 Mandatory Overtime**

- 1131 The Facility and the Union recognize that mandatory overtime is not desirable and represents a burden on the employee. Acceptance of overtime and shifts beyond the employee's schedule shall be voluntary and in accordance with state law or regulations, except where patient care would be endangered by an internal or external emergency declared by state, local and federal government or declared by the Administrator on duty. An external or internal emergency, for the purposes of this section, is defined as an unexpected situation of sudden occurrence of a serious and urgent nature that demands immediate attention. (Examples include but are not limited to: an unpredictable or unavoidable occurrence at unscheduled or unpredictable intervals relating to natural disasters, situation of mass casualties or an internal emergency endangering patient care such as fire, structural collapse, bomb threats, hazardous material



spills that would result in the closure of beds required for patient care. serious and urgent nature that demands immediate attention).

**1132 Schedules & Postings**

1133 The Employer shall post a four (4) or six (6) week work schedule reflecting holidays and days off, and the schedule shall be posted at least thirteen (13) days in advance, unless circumstances prohibit.

1134 After the schedule is posted, a Registered Nurse's/Professional's schedule will not be changed without the Employee's consent, except in the case of internal and/or external disaster.

1135 Requests by Registered Nurses/Professionals for changes to a posted schedule must be approved in writing by the department Director or his/her designee.

1136 A regularly scheduled Registered Nurse/Professional may trade a shift or workday with another regularly scheduled Registered Nurse/Professional provided they have substantially equal competencies and skill set. Shift trades are subject to the written approval of the Department Director or his/her designee and, except in emergency situations, should be submitted at least forty-eight (48) hours in advance. A shift trade may not be approved if it would increase overtime or extra shift premium costs for the Facility.

1137 Where practical, the Facility shall allow the practice of self-scheduling on a department/unit-by-department/unit basis provided operational needs are met. The respective department Director or his/her designee will consider and make a reasonable effort to grant Employee' self-scheduling requests, provided such requests are submitted in accordance with the department-specific scheduling process. The primary responsibility for scheduling rests with individual Supervisors.

As in past practice, in the case of self- scheduling, if the manager needs to "balance" the schedule, adjustments of self -schedules shall be by rotation.

1138 In departments/units which do not utilize self-scheduling, after full-time and part time employees are scheduled, available open shifts will be filled by per diem employees. Any conflicts in scheduling shall be dealt with on the basis of seniority among each Employee status level.

**1139 Meals**

- 1140 The Facility will comply with the applicable Industrial Welfare Commission Wage Order regarding meal periods, meal period waivers, missed meal period penalties, and "on Duty" meal period agreements. Meal periods of not less than thirty (30) minutes as scheduled by the department will be allowed for employees who work more than six (6) hours in a workday. A meal period shall be observed as near to the middle of the shift as is practicable.
- 1141 Employees who work a twelve (12) hour shift must be allowed two (2) meal periods of at least thirty (30) minutes each unless an employee in a written agreement with the Hospital waives his/her second meal period. Such waiver may be revoked by the employee or the hospital at any time by providing at least one (1) day's written notice.
- 1142 Meal periods require complete relief from all duty. When the nature of the work prevents an employee from being relieved of duty, an "on duty" meal period shall be taken.
- 1143 If an "on duty" meal period is required on a continuing basis, such scheduling shall require the written mutual agreement of the employee and the Department Director.
- 1144 An "on duty" meal period is considered as working time, and is included for purposes of determining and calculating overtime. The employee may revoke an on-duty meal agreement at any time in writing. Nothing herein shall subtract from an employee's rights with respect to meal period requirements under the IWC (Industrial Welfare Commission) order, labor code, or any other applicable law.
- 1145 a. The Facility will make reasonable efforts to schedule an adequate number of Break Relief RNs so as to provide rest and meal breaks.
- b. The Break Relief RN shall not be counted in staffing ratios except when assigned to a patient assignment. The Break Relief RN shall assume the assignments of the nurses for whom break relief is provided. During any time, the Break Relief RN is not providing breaks, he or she may be assigned to other resource duties, e.g., chart audits, discharge phone calls, and other activities to support RNs with direct patient care assignments. If required by patient care needs, the Break Relief RN may be given a patient assignment.
- 1145 **Rest Periods**

- 1146 Each employee shall be scheduled to take a fifteen (15) minute rest period during the first four (4) hours of work, a second fifteen (15) minute rest period the second four (4) hours of work, and an additional fifteen (15) minute rest period for each additional four (4) hour period of work or major portion thereof.
- 1147 Rest periods are non-cumulative and non-transferable. Rest periods may not be taken at the beginning or end of the shift, or in conjunction with the scheduled meal period.

**1148 Cancellation of Scheduled Hours**

- 1149 It may be necessary to require an employee to take time off without pay during temporary periods of low census or on other occasions when staffing needs to be adjusted on a temporary basis. Cancellations/Call Off/Flexing must be approved by a supervisor or department manager or designee. Eligible employees who are cancelled may take the day off without pay or use PTO (where applicable), at employee's discretion.

The Facility shall not cancel a Registered Nurse unless the department or unit has coverage for meal and break relief at the time of cancellation.

The Hospital shall attempt to provide all employees at least a minimum of two (2) hours advance notice of cancellation prior to the start of a scheduled shift of work. Where the Hospital does not make such an attempt, employees who do not receive a timely notice of cancellation of scheduled work, will be paid for four (4) hours, or provided with at least four (4) hours of work upon reporting to the Hospital, or provided any combination of work and pay totaling four (4) hours. If the Hospital offers an employee an assignment other than the regular assignment, and the employee refuses the alternate work, no reporting pay will be paid.

- 1150 Once an employee is called off for a shift or part of a shift, the Employee is considered off the schedule and shall not be required to be available to work. Unless the Hospital wishes to have this employee available to report to work sometime during the remainder of the shift and the Employee has chosen to make herself/himself available, such employee shall be placed on uncontrolled standby status and shall be paid the standby rate for the shift or portion thereof. Except in units where current practice provides for an Employee cancelled to be placed on mandatory Stand-by. (The current units are PICU, Pediatrics, Labor/Delivery, OB, and NICU)

If called in to work, the employee shall receive one and one-half (1-1/2) times the employee's regular hourly rate of pay for a minimum of four (4) hours or the actual number of hours worked, whichever is greater, provided, however, that standby pay shall cease when the employee is called back to work. In the event the Employee is not called in to work, this call off will be considered a cancellation for purposes of the cancellation rotation.

- 1151 In the event of low patient census, subject to qualifications and competencies, travelers will be sent to float in other units having a need for additional staff before any Bargaining Unit Registered Nurses/Professionals are cancelled. In the event cancellation of scheduled hours is deemed necessary by the Facility, subject to qualifications and competencies, the Facility will use reasonable efforts to follow the following cancellation order:

**Category One:** Outside Registry/Travelers on overtime, callback or additional hours.

**Category Two:** Registered Nurses/Professionals on overtime in rotation by department.

**Category Three:** Registered Nurses/Professionals who volunteer will be called off in rotation by department and be given cancellation credit. On holidays, volunteers will be cancelled in seniority order.

**Category Four:** Traveler's on straight time as permitted by contract.

**Category Five:** Per Diem and part-time 2 Registered Nurses/Professionals in rotation by department.

**Category Six:** Float Pool Department Registered Nurses assigned and working in a unit requiring cancellation, by rotation.

**Category Seven:** Regular full-time and part-time 1 Registered Nurses/Professionals in rotation by department.

- 1152 Cancellations within Article 11, Paragraph 1150, Categories Five (5), Six (6) and Seven (7) shall be done by department/unit, on a rotational basis, consistent with patient care needs, nursing qualifications and competencies. A cancellation log will be kept in each department/unit.

1153 If an employee is cancelled for part of a shift, overtime hours in excess of two (2) hours cannot be worked by an employee from another shift unless reasonable efforts have been made to schedule the shift with someone from the open shift.

1154 Once called off, the employee shall have no further work obligation unless placed on standby, until the next scheduled day of work, or any pre-scheduled mandatory in-service presentation.

**1155 Vacation Scheduling**

1156 Vacation requests for increments of (1) week or more must be submitted in writing on an absence approval form to the immediate supervisor prior to February 1st of each year. Submitted vacation requests will not be granted prior to the February 1<sup>st</sup> submission deadline. The approved vacation schedule will be posted by March 1 of each year and shall apply from April 1 through March 31. Should a conflict arise in vacation requests, facility seniority will be used as a basis for granting vacation requests only if such requests were submitted in a timely manner.

1157 After the February 1<sup>st</sup> deadline, vacations shall be granted on a first-come, first-served basis subject to the Facility's operational needs and previously scheduled vacations. Registered Nurses/Professionals shall make such vacation requests in writing at least four (4) weeks, and in a unit with six (6) week schedules, six (6) weeks prior to the proposed vacation date. The Facility shall notify the Registered Nurse/Professional of the approval or disapproval of the request within two (2) weeks of submission. Shorter notice shall be acceptable upon mutual agreement between the Facility and the Registered Nurse/Professional, confirmed in writing by the Facility in advance of the vacation.

1158 The facility reserves the right to determine vacation schedules, to determine the number of employees on vacations at any time and to grant requests for changes in the vacation schedule. Vacation requests in any department may be considered at any time of the year.

1159 If a Registered Nurse/Professional transfers out of a department, there is no guarantee that the Registered Nurse will receive vacation time approved in the former department.

1160 After a vacation request has been approved and confirmed in writing the confirmation shall not be rescinded without the consent of the Registered Nurse/Professional with the exception of a transfer as noted in 1159 above.

**1161 Weekend Scheduling**

- 1162 Registered Nurses/Professionals working in departments with weekend scheduling will be scheduled with a minimum of every other weekend off or scheduled to work a maximum of four (4) weekend shifts per four (4) week schedule. In departments where schedules are in six (6) week increments, Registered Nurses/Professionals will be scheduled up to six (6) weekend shifts per six (6) week schedule. In units/departments with weekend scheduling where every other weekend scheduling is not required, this practice shall continue as long as patient care requirements are met. Per Diem staff work a minimum of two (2) weekend shifts per four (4) week schedule. Nothing shall prohibit a Registered Nurse/Professional from voluntarily working more weekends.
- 1163 As in past practice, if the number of Registered Nurses/Professionals who volunteer to work on a weekend meet the core staffing requirements for the unit, as determined by management, the Department Director shall not require additional Registered Nurses/Professionals to be scheduled to work for the sole purpose of fulfilling the weekend requirement.

**1164 Mandatory Standby**

In units/departments where a mandatory standby schedule is required, (the current units/departments are Surgery, PACU, GI Lab/Endoscopy, Interventional Radiology, Cath Lab, Cardiology, and Social Services) Registered Nurses/Professionals shall be assigned to standby status as follows:

1. Mandatory standby schedules shall be posted at least thirteen (13) days prior to the beginning of a regular schedule.
  2. The manager or his/her designee shall assign mandatory standby shifts on an equitable rotating basis. Mandatory standby shifts shall not be scheduled on a Registered Nurse/Professional's approved day off, except on a voluntary basis.
  3. After the mandatory standby shifts have been filled, Registered Nurses/Professionals may trade and/or give away assigned standby shifts with the Manager's or his/her designee's approval and in accordance with Article 11-Hours of Work, Overtime and Scheduling.
- 1165 Callback is defined as time worked by an employee previously scheduled for standby. If an employee is called back to work the first time during the work day, and is furnished less than two (2) hours of work, the employee is paid two (2) hours of pay.

- 1166 An employee called back to work from standby shall be paid one and one-half (1 ½) times the employee's regular base hourly rate of pay. In such circumstance should an employee be required to work overtime on a call-back shift, overtime will be paid in accordance with State and Federal law. Callback pay begins when the employee clocks in and begins required work activities.
- 1167 The parties agree that if the Employer wishes to make a change in the affected units referenced in 1150 and 1164 or to add additional units/departments, the Union shall be provided with thirty (30) days' notice and the parties agree to negotiate over the impact during the 30-day period prior to making the change.
- 1168 Rest Between Shifts**
- 1169 Employees shall have a minimum of eight (8) hours off between shifts, inclusive of callback hours worked, when possible.
- 1170 If requested by the employee, an employee on mandatory standby status who is called back to work where the call back results in less than eight (8) hours off before the employee's next scheduled shift, management shall attempt to provide an adequate rest period before the next period of work.

## **ARTICLE 12 – FLOATING**

- 1201 Registered Nurses/Professionals may be floated to a different department or unit (including to care for a patient in a holding bed outside of an RN's assigned department) provided the Registered Nurse/Professional has received orientation in that department or unit and has demonstrated competence in providing care to patients in that department or unit. Registered Nurses/Professionals floated to another department or unit to assist other qualified Registered Nurses/Professionals will be expected to perform those skills they are qualified to perform. Float assignments shall be equitably shared among Registered Nurses/Professionals within the same department or unit.
- 1202 Floating Divisions**
- 1203 The following units comprise a division:
- Division One:** DOU (Progressive Telemetry), ICU/CCU, ED

**Division Two:** MOTHER BABY

**Division Three:** NICU, Peds, PICU

**Division Four:** Medical Pulmonary, Ortho, Surgical

**Division Five:** O.R., PACU, Endoscopy, SDS, Pre-Admission Testing, Special Procedures

**Division Six:** L&D/Recovery Room, Antepartum Testing

**Division Seven:** Telemetry, Medical Acute, Oncology

- 1203A Division One may float to Division Seven; Division Seven may float to Division Four and/or may float to any Division to care for Telemetry patients. An RN who is competent in Mother/Baby and/or NICU may float to L & D to care for a newborn.

A joint committee of Registered Nurses and managers who work in Maternal Child Health will hold a meeting to review and discuss established protocols for safe and appropriate procedures for an RN who is competent in Mother/Baby and/or NICU to float to L & D to care for a newborn.

**1204 Reassignment Within the Assigned Division**

- 1205 Each division will establish a cross training program which will support staff within the division being able to accept reassignment to all units, within the division.
- 1206 Such reassignment will be with the exception that following orientation and demonstration of current required competencies, the nurse will manage independent assignment, but will not be expected to function in a charge role without specific individual arrangements made at the nurse's request. For purposes of competency validation as it relates to floating, "current" is defined as having demonstrated competency in the past twelve (12) months.
- 1207 A resource person will be identified to assist and counsel each reassigned nurse. The resource person will, at the same time, be managing his or her own assignment.
- 1208 Charge Nurses/Management will work together within a division to get additional staff for that division.

**1209 Reassignment Outside the Assigned Division**



1210 When patient care needs are such that nursing staff must be reassigned to a unit outside their assigned division, the expectation is that the nurse will perform all duties within his or her demonstrated competencies.

1211 Should a non-Float Pool Department RN float out of their Float Division as noted in this Article, they will receive a five (5%) percent differential for all hours worked/floated out of their float division.

**1212 Priorities of Staffing Assignments**

1213 Staff will be assigned to the “home” unit first.

1214 If the “home” unit has excess staff, nurses will be reassigned within the division as needed.

1215 It is permissible to cascade assignments within the division as patient care needs and competencies require. (Example: NICU nurse reassigned to Peds, Peds nurse in turn is reassigned to PICU).

1216 Requested days off (or AOK’s) will not be approved until all nursing units are adequately staffed.

1217 The employer shall have sole responsibility to determine the individual Registered Nurse’s/Professional’s qualification or certifications to perform a particular float assignment. Orientation and competency validation shall be documented in the employee’s file. Floating shall be accomplished in the following order:

1. Outside Registry/Travelers
2. Volunteers
3. Full Time, Part Time 1, Part Time 2, Per Diem Registered Nurses/Professionals on overtime
4. Per Diem or Part time 2 Registered Nurses/Professionals in rotation by department
5. Full Time or Part Time 1 Registered Nurses/Professionals in rotation by department

1218 A float rotation log will be kept on each unit. A Registered Nurse/Professional will be floated a maximum of one time per shift unless the 2<sup>nd</sup> float returns the Registered Nurse/Professional to his/her own department or to care for the same patient in another physical area, i.e., Overflow Unit, or the Registered Nurse/Professional agrees to be floated more. In any unit where there are two

(2) Charge Nurses on duty, one will be in charge and the other will be in the float rotation.

- 1214 Newly hired graduate Registered Nurses/Professionals (may include re-entry Registered Nurses/Professionals out of the workforce for more than two (2) years and foreign graduate Registered Nurses/Professionals who have not worked in the US) shall not float until the completion of ninety days.
- 1215 Newly hired experienced Registered Nurses/Professionals shall not float until they complete orientation.
- 1216 Notwithstanding any other provision of this agreement, the Facility shall not be required to float any Registered Nurse/Professional whose specific competencies or skills are required to be retained within the department.

**1217 Float Pool Department**

1. During the term of this agreement, the Hospital may implement a Float Pool.
2. Float Pool RNs will be hired into the Float Pool and will be dedicated to the Float Pool.
3. Float Pool RNs will float primarily within the Float Divisions for Float Pool but will be floated wherever the RN is competent and qualified as management deems necessary based on operational and patient care needs.
4. Float Pool RNs will be placed on the Wage Scale based on their years of experience and will receive a five (5%) percent Float Pool differential for each hour worked in the Float Pool.
5. The Employer shall provide the Float Pool Registered Nurse with training specific to the unit(s) for which the Float Pool Registered Nurse is competent and qualified and may be floated to.
6. The training provided to the Float Pool Registered Nurse shall consist of no less than three (3) full shifts of being paired with an experienced Registered Nurse from the unit or specialty area that the Float Pool Nurse will be floated to. Demonstrated competencies specific to the unit will also be required prior to the Float Pool Registered Nurse being floated to the unit or specialty area and given a full assignment.

**1218 Floating Divisions for Float Pool Department RNs**

The Employer will float the Float Pool Registered Nurses according to the following three (3) float pool divisions:

Division One Critical Care: DOU, ICU/CCU, ED

Division Two Maternal Child Health: Labor and Delivery, OB, Peds/PICU/NICU

Division Three Adult: All telemetry and med-surg departments.

**ARTICLE 13 – COMPENSATION**

**1301 Wages**

**1302 Full-time and Part-time Wage Rate Increases**

**CONTRACT YEAR - 2022**

Effective the first full pay period following ratification of this agreement (December 1, 2022):

The attached Wage Scales shall be put in place (see attached)

1. All Full-time and Part-time bargaining unit employees shall receive an Across the Board increase of five (5.00%) percent.
2. Following the increase in #1. above, any Full-time or Part-time bargaining unit employee whose wage rate is below the appropriate step based on their years of experience shall receive up to a maximum of seven percent (7%) in order to move toward their rate on the appropriate step. No employee shall receive more than a seven percent (7%) base hourly rate increase in this contract year. However, if an employee still remains below the start rate (year zero) following this maximum increase for their job classification, they shall be placed at the start rate (year zero), even if such placement requires greater than seven percent (7%).

### **CONTRACT YEAR - 2023**

Effective the first full pay period following the anniversary of ratification (December 1, 2023):

1. All Full-time and Part-time bargaining unit employees shall receive an Across the Board increase of three (3.00%) percent.
2. Thereafter, all wage steps shall be increased three percent (3%), and;
3. Following the increase in #1. above, any Full-time or Part-time bargaining unit employee whose wage rate is below the appropriate step based on their years of experience shall receive up to a maximum of six percent (6%) in order to move toward their rate on the appropriate step. No employee shall receive more than a six percent (6%) base hourly rate increase in this contract year.

### **CONTRACT YEAR - 2024**

Effective the first full pay period following the anniversary of ratification (December 1, 2024):

1. All Full-time and Part-time bargaining unit employees shall receive an Across the Board increase of three (3.00%) percent.
2. Thereafter, all wage steps shall be increased two and three fourths (2.75%) percent, and;
3. Any Full-time or Part-time bargaining unit employee whose wage rate is below the appropriate step based on years of experience shall receive an increase to bring their rate to the appropriate step, if eligible.

### **RN Years of Experience for Initial Placement on Wage Grid Step**

Placement on wage grid steps for Registered Nurses will be based on years of experience noted below.

Following ratification of this agreement all Registered Nurses will retain their current YOE as previously determined. If a Registered Nurse believes that their YOE date is not correct, they shall have thirty (30) days from date of ratification December 1, 2022 to dispute their individual current YOE in writing directly to the Chief Human Resources Officer or designee and provide documentation for review. Disputes will be resolved within thirty (30) days following receipt of the written dispute based on the criteria below. Any change to a disputed YOE will be changed

on a go forward basis. If their YOE is not disputed within that time frame, a future dispute will be automatically denied.

#### 1. New Hire Registered Nurses

- a. New Hire Registered Nurses: Full time and Part Time Registered Nurses will complete the Years of Experience survey at the time of hire and will have their experience calculated utilizing the criteria noted below.
- b. Non-Tenet Per Diem RN new hires who have worked less than 900 hours per year in either an agency or hospital setting will receive one (1) year credit for every two (2) years of experience in the Per Diem role.
- c. New hire registered nurse years of experience will be determined at time of hire and may be disputed only within the first ninety (90) calendar days of employment at FVRMC. If their YOE is not disputed within that time frame, a future dispute will be automatically denied.

#### 2. Credit for Past Experience

Registered Nurses shall receive experience credit utilizing the criteria below:

- a. Each year the RN has worked as a Registered Nurse in an acute care hospital in the U.S.
- b. Each year the RN has worked as a Registered Nurse in a non-U.S. hospital, if the nature of the experience is equivalent to U.S. technology, pharmacotherapeutics, clinical and nursing practice standards as determined by the Chief Nursing Officer.
- c. Each year the RN has worked as a Registered Nurse in a non-acute care setting in a related specialty role, e.g. i) Outpatient Surgery Center for OR Nurse, ii) Birthing Center for L&D, Nursery, Post-Partum, iii) Outpatient GI Lab for GI nurse.
- d. An RN who has had a break in RN employment for five consecutive years or more will receive one (1) year credit for each two (2) years of experience prior to the break as determined on a case-by-case basis, at the Facility's discretion. Nothing herein shall prevent the Facility from providing additional years of credit.
- e. Per Diem RN Years of Experience will be calculated at the time a Per Diem RN applies and is accepted for a FT or PT position at the hospital utilizing the criteria noted herein.
- f. However, in calculating Years of Experience, a Per Diem Registered Nurse who at the time of being accepted into the full-time or part-time position

who has not consistently met the Per Diem commitment for the previous twelve (12) months will receive one (1) year credit for each two (2) years of experience in the Per Diem role. Fulfilling the Per Diem Requirement shall equate to having worked a minimum of fifty-two (52) shifts in the previous twelve months.

The above encompasses all components for calculating credit for years of RN experience. No other factor(s) will be considered.

3. All Other Bargaining Unit Employees (Non-RN Professional Employees)

- a. Placement on wage grid steps for Non-RN Professional bargaining unit employees will be based on years of experience.
- b. Following ratification of this agreement all Non-RN Professional bargaining unit employees will retain their current YOE as previously determined.
- c. If a Non-RN Professional employee believes that their YOE date is not correct, they shall have thirty (30) days from date of ratification (date) to dispute their individual current YOE in writing directly to the Chief Human Resources Officer or as designated and provide documentation for review. Disputes will be resolved within thirty (30) days following receipt of the written dispute based on the criteria below. Any change to a disputed YOE will be changed on a go forward basis. If their YOE is not disputed within that time frame, a future dispute will be automatically denied.

4. New Hire Non-RN Professional Employees

- a. Full Time and Part Time Non-RN Professionals hired following ratification of this agreement will have their YOE calculated using their actual years of experience in their Non-RN Professional position, i.e., a Pharmacist who is licensed and working in a Pharmacist position for ten (10) years, will be considered to have ten years of experience.
- b. Per Diem Non-RN Professionals will receive annual pay increases in accordance with 1304 Per Diem Wage Rate increases.

**1302 New Hire Per Diem Wage Rates - 2022**

- 1303 New hire Per Diem wage rates, see below, will be increased five percent (5.00%) effective the first full pay period following contract ratification (December 1, 2022). At the time of increases provided for in 1304, effective 2023 the new hire per diem rates shall be adjusted to increase by three (3.00%) and effective 2024,

the new hire per diem wage rates shall be adjusted to increase by three percent (3.0%).

POSITION	Year 1	Year 2	Year 3
Registered Nurse	\$55.56	\$57.23	\$58.95
Case Manager	\$58.33	\$60.08	\$61.88
Clinical Lab Scientist	\$56.58	\$58.28	\$60.03
Pharmacist	\$78.42	\$80.77	\$83.19
Social Worker – LCSW	\$47.05	\$48.46	\$49.91
Social Worker – MSW	\$42.07	\$43.33	\$44.63
Therapist – Physical	\$56.58	\$58.28	\$60.03
Therapist – Occupational	\$56.58	\$58.28	\$60.03
Therapist – Speech	\$57.90	\$59.64	\$61.43

**1304 Per Diem Wage Rate Increase**

**a. Contract Year – 2022**

i. Effective the first full pay period following the ratification of this agreement (December 1, 2022), all Per Diem Registered Nurses/Professionals shall receive an across the board increase of five (5.00%) percent.

**b. Contract Year – 2023**

i. Effective the first full pay period following the first anniversary of this agreement (December 1, 2023), all Per Diem Registered Nurses/Professionals shall receive an across the board increase of three (3.00%) percent.

**c. Contract Year – 2024**

i. Effective the first full pay period following the second anniversary of this agreement (December 1, 2024), all Per Diem Registered Nurses/Professionals shall receive an across the board increase of three (3.00%) percent.

**1305 Shift Differential Pay**

1306 Employees scheduled to work on the evening or night shifts as defined in Paragraph 1107, shall receive premium pay rates, defined as follows:

a) Evening shift-

- a. Effective the first full pay period following ratification of the agreement (December 1, 2022), the evening shift differential will be \$2.75 above the employee's base hourly wage rate.
- b. Effective the first full pay period following January 1, 2025, the evening shift differential will be \$3.00 above the employee's base hourly wage rate.

b) Night shift-

- a. Effective the first full pay period following ratification of the agreement (December 1, 2022), the night shift differential will be \$4.75 above the employee's base hourly wage rate.
- b. Effective the first full pay period following January 1, 2025, the night shift differential will be \$5.25 above the employee's base hourly wage rate.

c) Pharmacy only- Night shift differential: \$5.10 above the employee's base hourly wage rate. Effective the first full pay period following January 1, 2025, the night shift differential will be \$5.25 above the employee's base hourly wage rate.

d) Bargaining unit employees who on the date of ratification of this agreement (December 1, 2022) have a grand-fathered percentage differential will retain such differential as long as they remain in their position. Employees who change shifts or positions will lose such grandfathering rights.

1307 Employees assigned to work an evening shift for which premium pay is authorized are paid for actual hours worked.

**1308 Promotion Registered Nurses/Professional**

1308A A Registered Nurse/Professional who moves from one job title to a higher job title on the wage scale shall be placed on the appropriate step of the applicable Wage Grid.

**1309 Change in Employment Status**

Effective upon ratification of this Agreement (December 1, 2022), the following shall occur with regard to wage rates when a voluntary change in status occurs:

- 1. Full Time and Part Time to Per Diem Status: The affected employee shall be placed onto the Per Diem wage rate.
- 2. Per Diem to Full Time or Part Time Status: The employee shall be placed at the appropriate step of the wage scale based upon their years of experience per the Credit for Past Experience referenced in this article.



### **1310 Nursing Clinical Ladder**

- A. Registered Nurse Clinician I (RN I): A Licensed Registered Nurse and New Grad.
- B. Registered Nurse Clinician II (RN II): A RN I who applies and meets the below established eligibility and requirements will advance to the RN II position and shall be placed upon the appropriate years of experience wage step on the RN II wage scale effective the first full pay period following application and granting of RN Clinical II status.
- C. Eligibility to Apply for RN II Status:
  - 1. Current license to practice as a Registered Nurse in California
  - 2. Current status as Full Time or Part Time 1 RN with a minimum of two years' experience in acute care
  - 3. Must serve as Charge RN and/or preceptor at the Director's discretion
  - 4. Full time or part time status
  - 5. Current performance evaluation which meets at least mid-point performance standards
  - 6. No disciplinary action or performance improvement plan within the past six months
  - 7. Maintains validated status for all competencies as outlined in their job description
  - 8. Eligibility is limited to bedside clinicians who provide direct patient care
- D. RNs currently classified as RN Clinical II status will remain in that status so long as they continue to maintain the requirements as noted below.
- E. Full Time or Part Time 1 RNs will be eligible for RN II status when the RN I meets all the following requirements.
- F. RN II Status Requirements:
  - 1. Current license to practice as a Registered Nurse in California
  - 2. Certifications for the RNs specific position, i.e., BLS, PALS, NRP, etc.
  - 3. Minimum 2 years recent acute care experience
  - 4. Has completed preceptor training course, provided by the facility
  - 5. Holds ADN, BSN or higher degree, plus completion of a special project as assigned and agreed upon by management

- G. In order to maintain RN II status, the RN must continue to meet the above-noted requirements, which will be reviewed annually during the Performance Evaluation process.
- H. Failure to maintain the above-noted requirements for RN II status will result in returning to an RN I status and placed at the appropriate rate based on years of experience.

**1311 Standby & Callback**

- 1312 Controlled or restricted standby is defined as time spent waiting to be called to work during which the employee is required to be on the Hospital's premises or so close by that he/she cannot use the time effectively for his/her own purposes, as defined by prevailing State and Federal regulations. It is the policy of the Hospital that standby shall be uncontrolled/unrestricted. Exceptions to this policy require special approval from Administration.
- 1313 Uncontrolled or unrestricted standby is defined as time spent waiting to be called for work during which the employee is not restricted as to time, place or activity. The employee must be available by telephone or beeper and must be able to be at the workstation within the amount of time designated by the Department Director.
- 1314 Time spent on "controlled/restricted" standby will be paid at the employee's hourly rate.
- 1315 Time spent on "uncontrolled/unrestricted" standby will be compensated at the pay rate of eleven dollars (\$11.00) per hour effective the first full pay period following ratification of the agreement (December 1, 2022) and twelve dollars (\$12.00) per hour effective the first full pay period following 1/1/2024.
- 1316 Standby status must be designated and scheduled by the Supervisor and/or Department Director.
- 1317 Employees must be off the clock to qualify for uncontrolled/unrestricted standby and callback pay.
- 1318 Time spent on standby does not constitute hours worked for purposes of determining an employee's regular rate of pay for overtime calculations.
- 1319 Callback is defined as time worked by an employee previously scheduled for standby. If an employee is called back to work the first time during the workday, and is furnished less than two (2) hours of work, the employee is paid two (2) hours of pay.

- 1320 Callback is guaranteed for a minimum of two (2) hours at the designated rate.
- 1321 In the event an employee is not required to work, but is able to resolve any issues via telephone, computer and/or fax, the employee will be paid for actual time worked, but in no event will the employee be paid less than 15 minutes.

**1322 Charge Nurse**

- 1323 Nursing employees shall receive five percent (5%) of their base hourly wage rate for all time spent performing charge nurse duties.

**1324 CLS Charge**

- 1325 Clinical Lab Scientists shall receive five percent (5%) of their base hourly wage rate for all time spent when assigned charge duties by department management.

**1326 Lead - Rehab Department**

Rehab Department Non-RN Professionals who are assigned by his/her director or designee as "lead" or "charge" shall be paid an additional differential of five percent (5%) for all hours worked during their shift in such lead role.

**1327 Temporary Employees**

- 1328 Employees classified as temporary employees shall receive a base rate determined by the Department Director.

**1329 Mileage Allowance**

- 1330 The Hospital will reimburse employees for the use of their personal automobile while on official hospital business at the rates established by IRS rules. Only mileage in excess of normal home-to-hospital commuting is reimbursable when traveling directly between home and local destinations.

**1331 Preceptor Differential**

- 1332 If a Registered Nurse is assigned to serve in the role of a preceptor, the Registered Nurses shall receive three dollars (\$3.00) per hour differential for time spent in precepting a new hire Registered Nurse, a Versant nursing resident, transition Registered Nurses, and/or a Registered Nurse in any other Facility designated preceptor program. This differential will continue for the time period determined by the unit specific Nursing Director.

**1333 Incentive Pay Programs**

1. The Hospital may revise, amend and/or discontinue existing incentive pay programs or practices as it deems appropriate upon 14 days notice to the Union. The Union may request to meet to discuss the Hospital's action. However, such meeting shall not delay any action by the Hospital and except for such notice or meeting; the Hospital shall have no further obligation.
2. The Hospital may supplement existing incentive pay programs, implement new or different incentive pay programs and/or revise or amend such supplemental or new programs as the Hospital deems appropriate and at the Hospital's discretion upon 14 days notice to the Union. The Union may request to meet to discuss the Hospital's action. However, such meeting shall not delay any action by the Hospital and, except for such notice or meeting; the Hospital shall have no further obligation.

**1334 Registered Nurses Weekender Wage Rate**

- a. Effective the first full payroll period following ratification (December 1, 2022), the weekender program base hourly wage rate shall be \$59.99 per hour.
- b. At the time of increases effective 2023, the weekender program base hourly wage rate shall be adjusted to increase by the across the board rate of three (3.00%) percent.
- c. At the time of increases effective 2024, the weekender program base hourly wage rate shall be adjusted to increase by the across the board rate of (3.00%) percent.
- d. Moving forward current Registered Nurses who apply for and are placed in a full time or part time "Weekender" position will receive a minimum of the official "Weekender" rate when working in a "Weekender" position. This does not apply to Nurses in "RN-No Benefits" positions.
- e. During the life of this agreement, if mutually agreed, the parties may meet to discuss the option of implementing a weekender program in the units where professional bargaining unit members primarily work.

**1335 RECOGNITION BONUS**

Bargaining Unit employees who completes 10, 15, 20, 25, 30, 35, 40, etc. years of continuous service at the Facility shall continue to be eligible to receive the following Recognition Bonus upon completion of their milestone year. Payment of the bonus is made in the year following the milestone year. To be eligible to receive the bonus the employee must be employed at the time the recognition bonus is paid.

10 years of service: \$800  
15 years of service: \$800  
20 years of service: \$1,300  
25 years of service: \$1,700 (and each five-year milestone thereafter, i.e., 30, 35, etc.)

**1337 OPEN HEART PAY PROGRAM**

1338 Full Time or Part Time 1 Registered Nurses working in the ICU department will continue to be eligible to participate in the Open Heart Pay Program based on the established terms and conditions.

1339 Eligible Registered Nurses must comply with the requirements of the Open Heart Pay Program and must sign the Open Heart Pay Program Agreement for each approved shift.

1340 Eligible Registered Nurses who work the approved shift will be eligible to receive the following compensation:

- a. For the heart patient's first 24 hours post-op, \$10.00 per hour for each hour worked on a qualifying and approved shift.
- b. For the heart patient's subsequent 24 hours post-op, \$5.00 per hour for each hour worked on a qualifying and approved shift.

**1341 Uniforms**

1342 If the Employer requires an employee to wear a uniform as a condition of employment, three (3) uniforms per calendar year will be provided by the Employer. The term "uniform" herein means apparel (scrubs) of distinctive design and/or color.

**ARTICLE 14 – MINIMUM RATES**

- 1401 All wage ranges, benefits and other economic provisions of this Agreement establish minimums, and nothing herein shall be deemed or construed to limit the Facility's right to increase wage rates, benefits, premiums and differentials, and to pay other extra compensation at the Facility's discretion in excess of those provided by this Agreement. Accordingly, it is also understood that any such increases shall be over and above the economic package negotiated under Article 13. Before taking any action, the Facility shall notify the Union and meet and confer over the proposed change.

#### **ARTICLE 15 – BENEFIT PLANS**

- 1501 Registered Nurses/Professionals shall be eligible to participate in Tenet's paid time off plan (PTO) and standard Tenet benefit plans, except as provided in this Agreement. Tenet shall continue to offer the following core benefit plans during the term of this Agreement: PTO, medical plan (EPO, HSP and a PPO) including a prescription drug plan, dental plan, vision plan, short-term and long-term disability plans, life and accidental death and dismemberment insurance, long-term care insurance, Retiree Medical Benefit Account (or other similar benefit with an equivalent Employer contribution) and 401(k) Plan. Should Tenet change employee benefits for non-represented employees during the life of this Agreement, bargaining unit employees are not included except to the extent provided in this Agreement.

##### **1501A 401(K) Plan**

- 1501B Eligible employees shall continue to participate in the 401(k) in accordance with the Plan and the Employer shall match the 401(k) benefit at fifty percent (50%) of the bargaining unit employee's before-tax contribution, up to a maximum of six percent (6%) of the participating bargaining unit employee's eligible compensation under the 401(k) Retirement Savings Plan.

##### **1502 Changes to Health and Welfare Benefits**

- 1503 The Employer shall not reduce any of the benefits granted to employees by this contract, with the exception of the Employer funding in the Health Savings Account (HSA), which may be modified at the Employer's discretion for the term

of this contract. The employer shall not reduce the employee health insurance coverage benefit and will not increase employee deductibles and co-payments, except as otherwise noted in sections below; however, where in Tenet's sole discretion, it is deemed necessary to change vendors, a minimum of thirty (30) days advance notice of the effective date of the change will be provided to the Union.

1504 Upon the request of FVRMC, the Parties hereby agree to meet and confer in good faith regarding the terms and conditions of the benefits plans. Subject of such discussions may include but is not limited to the impact of changes to the law, such as the Affordable Care Act, upon benefit plans. Following such discussions, only those changes or modifications to benefit plans that are mutually agreed upon will be implemented.

1505 For the duration of this Agreement, for those medical insurance options wherein employee contributions are required the Employer will subsidize the health plan premiums for all Employees and dependents at the current percentage levels that are in place as designated for plan year 2022. In the event increased payroll contributions are required, under no circumstances will any required payroll contribution increase by greater than 18% in any plan year.

1505A For plans with premium contributions made by employees, for any plan not at or above twenty percent (20%) cost share, the employer may shift premium cost share as noted below:

i). For each plan year (2023-2026), the employer can shift/increase one additional percent (1%) cost share of the health care plans that require premium contributions by employees up to a maximum employee contribution of 20%.

1506 For the duration of this Agreement the EPO co-pays shall not increase more than twenty (\$20.00) dollars per visit, per plan year; the EPO annual out-of-pocket maximum shall be \$4,000.00 per individual and \$12,000.00 per family in Benefit Plan year 2022 and will not increase more than \$500.00 each per year in Benefit Plan year 2023, 2024 and 2025.

**1507 Extended Illness Bank (Reserve Sick Leave)**

1508 Bargaining unit employees at FVRMC will continue to participate in the Extended Illness Bank (EIB).

- 1509 Tenet employees transferring into the bargaining unit at FVRMC from another Tenet facility will be eligible to participate in the EIB plan. Employees transferring into the bargaining unit with a prior EIB accrual balance will retain their individual EIB account.
- 1510 Full Time EIB Eligible Employees shall accrue each pay period to a maximum of 48 hours per year, and Part Time 1 EIB Eligible Employees shall accrue each pay period to a maximum of 24 hours per year, up to a maximum accrual of two hundred-forty hours (240). The EIB accrued hours are not redeemable and not vested. When used, EIB accrued hours are paid at the EIB Eligible Employee's current hourly base rate.
- 1511 The EIB usage waiting period is after an employee is absent for seven (7) consecutive calendar days and is ill or disabled. However, the seven (7) day waiting period of EIB usage will be waived, and the Employee shall be permitted to utilize EIB back to the first day of illness, where the employee is admitted to a hospital or undergoes a qualifying outpatient surgical procedure.
- 1512 If after one week of absence, the EIB Eligible Employee's condition is such that he/she is released to work on a reduced schedule, EIB hours may be used to make up missed hours due to the EIB Eligible Employee's own illness or disability. The EIB may not be used to supplement disability payments under Tenet's Income Replacement Plans. The EIB may not be used if an EIB Eligible Employee is earning wages for that same period from another employer. Employees who are ill or require quarantine and have utilized California or Federal authorized paid sick leave, may at their option, immediately utilize their EIB and the one week waiting period will be waived.
- 1513 EIB Eligible Employees, in accordance with California Kin Care law, on an annual basis, are eligible to use the amount of Extended Illness they would accrue in six months to pay for their absence from work associated with the care of a child, parent, spouse, registered domestic partner or the child of the registered domestic partner. The EIB Eligible Employee must have EIB hours accumulated in their account and eligibility to use Extended Illness under this provision is subject to one week of missed scheduled hours. For accessing Kin Care, the Employer will waive the seven (7) days waiting period if the illness or disability meets the criteria as noted in Paragraph 1511 above. The child/parent/spouse/registered domestic partner does not have to have a serious illness and the child is not required to be a minor in order to receive coverage.

**1514 Per Diem Sick Leave**



1515 As implemented in 2015, per diem Registered Nurses/Professionals shall receive California Paid Sick Time (CPST) benefits, consistent with the requirements of the Division of Labor Standards Enforcement – Office of Labor Commissioner Healthy Workplaces/Healthy Families Act of 2015.

**1516 Paid Time Off (PTO)**

1517 PTO may be utilized for time off from scheduled work including, vacations, Holidays, sick leave and leaves of absence, except as otherwise provided in Paragraph 1533 of this Article or the Leaves of Absence Article.

**1518 Eligibility for PTO**

1519 All regular Full Time and Part Time 1 Registered Nurses/Professionals who have been with Tenet for at least thirty (30) days are eligible for PTO in accordance with the provisions of this Article and the Paid Time Off (PTO) policy. Part Time 2, Per Diem and temporary Registered Nurses/Professionals are not eligible for PTO accrual or use.

**1520 Accrual and Use**

1521 All regular Full Time and Part Time 1 Registered Nurses/Professionals hired on or before February 28, 2009 who are PTO eligible will accrue PTO hours per the Tenet California PTO policy effective 7/1/2008 (Table 1, below). All regular Full Time and Part Time 1 Registered Nurses/Professionals hired on or after March 1, 2009 who are PTO eligible will accrue PTO hours per the Tenet California PTO policy effective 1/1/2009 (Table 2, below). All PTO eligible employees will utilize PTO hours in accordance with the Tenet California PTO policy effective 1/1/2009.

TABLE 1. Accrual schedule Full Time and Part Time 1 Registered Nurses/Professionals hired on or before February 28, 2009. The bi-weekly and annual accrual shown below applies to an eligible employee with 80 or more regularly Scheduled Hours per pay period. An eligible employee with less than 80 hours per pay period will receive a biweekly accrual that is pro-rated based on 80 hours.

Length of Service	Bi-Weekly Accrual	Annual Accrual
31 days to 4 years	7.2 hours	187.20 hours
4+ years to 8 years	8.8 hours	228.80 hours

8+ years	10.4 hours	270.40 hours
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TABLE 2. Accrual schedule Full Time and Part Time 1 Registered Nurses/Professionals hired on or after March 1, 2009. The bi-weekly and annual accrual shown below applies to an eligible employee with 80 or more regularly Scheduled Hours per pay period. An eligible employee with less than 80 hours per pay period will receive a biweekly accrual that is pro-rated based on 80 hours.

Length of Service	Bi-Weekly Accrual	Annual Accrual
Less than 1 year	4.93 hours	128.18 hours
1 year to 2 years	5.54 hours	144.04 hours
2 years to 4 years	6.47 hours	168.22 hours
4 years to 8 years	8.80 hours	228.80 hours
8+ years	10.40 hours	270.40 hours

#### **1522 Sale of PTO**

1523 A Registered Nurse/Professional may elect to sell back PTO hours at 100% of their value equal to the PTO hours requested times his/her current base hourly rate less withholding of applicable payroll taxes, as appropriate. A request to sell back PTO hours does not require supervisory approval. Such requests must be submitted to payroll on an Absence Approval form. Employees who sell PTO will not be eligible for further PTO hour accruals for three (3) pay periods beginning with the pay period in which the sale was processed. The accruals will begin again on the first day of the pay period following the three (3) pay period suspension of accruals with the hours accrual rate based on the employee's hire date.

#### **1524 Workers' Compensation and Other Disability Payments**

1525 EIB and/or PTO may be used to supplement State Disability, Workers' Compensation and Supplemental Social Security Disability Income. When combined with a State Disability or Workers' Compensation payment, the total value of the hours taken may not exceed a Registered Nurse/Professional's regularly scheduled income. Tenet's Income Replacement plans require offset for any income the employee receives during the disability period; therefore, PTO shall not be used as a substitute for State Disability Insurance or Workers' Compensation benefits to which the Registered Nurse/Professional would otherwise be entitled.

**1526 Medical Emergency Donation**

1527 A Registered Nurse/Professional may voluntarily donate accrued PTO hours to another Facility employee who is absent due to extended illness or medical emergency and has exhausted his/her accrued PTO account.

1528 The donating Registered Nurse/Professional will be required to complete a PTO donation form. The hours donated will be transferred to the recipient's PTO account. The value of the donated hours, calculated as the number of hours donated times the donor's base hourly rate, will be converted to hours in the recipient's account based on the recipient's base rate of pay.

**1529 Termination of Employment**

1530 Upon termination, all accrued PTO hours, including any amounts in the Pre-PTO account, shall be paid to the Registered Nurse/Professional at full value based on his/her current base hourly rate less withholding of applicable payroll taxes.

**1531 Scheduling and Use of PTO**

1532 Requests for PTO for scheduled time off must be documented on an Absence Approval Form and authorized by a supervisor.

1533 Registered Nurses/Professionals may use PTO hours not to exceed regularly scheduled hours for absences from scheduled work if they have a balance in their PTO or Pre-PTO account as of the beginning of the pay period in which the absence occurs. However, employees will be given the choice of requesting PTO hours, not to exceed their missed regularly scheduled hours, for absences that are occasioned by the Employer due to flexing or during any pay period in which they are on an approved leave of absence.

**ARTICLE 16- HOLIDAY**

**1601 Holiday Pay**

1602 Employees who are required to work on Memorial Day, Independence Day, Labor Day, Christmas Day, New Year's Day and Thanksgiving Day will receive one

and one-half (1-1/2) times their regular rate for all hours worked on the holiday. An employee will be considered to have worked on a holiday when fifty percent (50%) or more of the employee's shift hours fall on the holiday.

**1603 Holiday Commitment**

1604 Full-time and part-time employees are required to work one summer holiday and two winter holidays. Per Diem employees are required to work one summer and one winter holiday.

1605 Weekender staff must work two special holiday weekends as follows:

1. Easter
2. Mother's Day
3. Father's Day

1606 Weekender staff must work two (2) summer holiday weekends as follows:

1. Memorial Day
2. Labor Day
3. President's Day
4. Independence Day (if holiday falls on a Fri., Sat., Sun. or Mon.)

1607 Weekender staff who:

1. Have participated in the program for more than 6 continuous months in any calendar year,
2. Have met both holiday requirements above, and,
3. Who are still participating in the Weekender Program, will not have to work a winter holiday (Christmas, Thanksgiving weekend, New Year's). Otherwise the winter holiday commitment would apply, regardless of what day of the week the holiday falls.

**1608 Holidays Defined for Purposes of Scheduling Obligations**

A. Winter holidays for day and evening shift are:

- a. Thanksgiving Day
- b. Day after Thanksgiving
- c. Christmas Eve Day
- d. Christmas Day
- e. New Year's Eve day
- f. New Year's Day

B. Winter holidays for night shift are:

- a. Thanksgiving Eve Night
- b. Thanksgiving Day Night
- c. Christmas Eve Night
- d. Christmas Day Night
- e. New Year's Eve Night
- f. New Year's Day Night

C. Summer holidays are:

- a. Independence Day
- b. Memorial Day
- c. Labor Day

1609 Sharing, splitting, or trading of holiday shifts shall be allowed with prior approval by the unit/Department Director at management's discretion and shall not create overtime unless approved by the Department Director. If a trade is approved, the registered nurse/professional working the holiday will receive the credit for the holiday.

1610 If a holiday falls on a weekend a Registered Nurse/Professional may be required to work an additional weekend shift in order to meet her/his holiday commitment.

**1611 Holiday Scheduling**

1612 Requests to work on a holiday or be off on a holiday shall be awarded on the basis of seniority, except that every Registered Nurse/Professional shall be required to meet their commitment. A Registered Nurse/Professional may request to work more than their commitment. In the event all Registered Nurses/Professionals exercise seniority for non-assignment, and/or more Registered Nurses/Professionals are required to work a particular holiday than scheduled, the Facility shall assign Registered Nurses/ Professionals by inverse seniority to work the designated holiday.

If the number of Registered Nurses/Professionals who volunteer to work on a holiday meet the staffing requirements for the unit as determined by management, the Department Director shall not require additional Registered Nurses/Professionals to be scheduled to work for the sole purpose of fulfilling the holiday requirement.

1613 Registered Nurses/Professionals who have worked a specific holiday the past two (2) years shall be given priority when possible, from working that holiday, if so requested.

- 1614 All designated holidays shall be observed on the actual calendar day, and all conditions and benefits applying to such holiday shall be in effect on that day only. A department where staff is not regularly scheduled on the holiday, i.e., Saturday and/or Sunday, may close the department on the preceding Friday or following Monday (herein referred to as “alternatively-observed holiday”). If the department is closed, employees will be given the day off or if working on the alternatively-observed holiday will receive regular pay only.
- 1615 If a Registered Nurse/Professional calls out for a holiday shift, it will not qualify as a holiday worked and such Registered Nurse/Professional may be scheduled to work an additional holiday at management’s discretion.
- 1616 In the event more Registered Nurses/Professionals are required to work a particular holiday, the holiday will be scheduled by offering the most senior employee the option, then continuing down the seniority list. In the event no Registered Nurse/Professional volunteers to work the holiday, such holiday will be assigned in reverse seniority, by rotation.
- 1617 Holiday Credit:**
- 1618 If a Registered Nurse/Professional is called off/flexed-off from a holiday shift, she/he will be credited with having worked the holiday.
- 1619 If a holiday falls on a weekend and a Registered Nurse/Professional works the holiday shift, it will count towards their weekend work requirement.

## **ARTICLE 17 - HEALTH & SAFETY**

### **1701 GENERAL**

The Facility has the obligation to provide a safe and healthy environment for Employees and patients. The Facility shall comply with all applicable federal and California laws and regulations pertaining to occupational and general safety and health standards.

### **1702 Reporting of Health and Safety Hazards by Employees**

It is the duty of all Registered Nurses/Professionals and Management to comply with health and safety regulations, and if any safety or health hazard is detected by an Employee, the Employee shall promptly report it to the Facility and the

Facility shall take prompt positive measures to remedy the situation. The Union shall promptly notify the Facility of any potential health and safety hazards, violations or problems of which it is aware and the Facility shall take prompt positive measures to remedy the situation. No adverse action shall be taken against any employee for reporting health and safety concerns to the Facility, to the Union or to Federal or State authorities.

- 1703 The Hospital shall notify Employees who have a need to know of a contagious exposure. Such notification shall be provided directly to those caring for or who cared for the patient. This shall include ancillary staff who entered the room to provide other services that may not be direct patient care. Notification shall also include appropriate signage at the patient room, advising of any required precautions. In addition to English, signage shall continue to be in Vietnamese and Spanish and/or any other language the Hospital deems appropriate.
- 1704 The Hospital shall utilize a tracking process for Employees that have come in contact with isolated patients in the event that positive tests require further notification to the Employee of possible exposure.
- 1705 **In-Service**  
The Facility shall provide regular in-service or other training and information to Employees concerning health and safety.
- 1706 **Personal Protective Equipment**  
Personal protective equipment, as appropriate, will be provided to all Employees who will utilize such equipment in accordance with the Facility-wide exposure control plan.
- 1707 **COMMUNICABLE DISEASES**  
The Facility will work to eliminate or minimize Employee exposure to communicable diseases.
- 1708 The Facility shall provide information and training to Employees on communicable diseases to which he/she may have routine workplace exposure. Information and training shall include the symptoms of diseases, modes of transmission, and methods of self-protection, workplace infection control procedures, special precautions and recommendations for immunizations where applicable. The Facility shall make appropriate vaccinations available to Employees who are at risk of exposure to infectious agents.
- 1709 **Hepatitis "B"**

Hepatitis B vaccine shall be made available free of charge and at a covered employee's request, if the employee's normal functions include exposure to blood, blood products, bodily fluids, or needlesticks or cuts by other sharp objects that may have patient blood, blood products, or body fluids on them. Such vaccine also will be provided to other Employees, at their request, if their normal functions do not include such exposure, but the employee has had an on-the-job needle stick or cut, as described.

**1710 Other Testing and/or Treatment for On-the-Job Exposure**

The Facility will continue existing practices with regard to testing and/or treatment for on-the-job exposure to health and safety hazards at no cost to the Employee.

**1711 Needlestick Injury Log**

The Facility shall retain its current policy of maintaining a Needlestick Injury Log as required by law.

**1712 Vaccination**

The parties agree that all employees should be encouraged, on a voluntary basis, to receive the seasonal flu vaccination, unless such vaccination is otherwise mandated by law or regulation. Consistent with California law and regulation, the employer shall continue to provide the flu vaccine to employees free of charge. Each employee, at his/her option, shall have the right to select a non-Thimerosal dosage of the flu vaccine, if provided at his/her facility.

Employees shall not be required to wear a mask based solely on their (non) vaccination status, unless deemed appropriate by Tenet's Chief Medical Officer (CMO) and/or required by a regulatory agency. Any such mask-wearing policy shall be equally applicable to all employees, as designated in the policy.

**1713 WORKPLACE VIOLENCE**

The Facility will maintain a comprehensive workplace violence prevention program ("the Plan"). The Plan will also be in accordance with Title 8, section 3342, Violence Prevention in Healthcare.

**1714** As part of the annual review of the Plan effectiveness, the Employer shall include active involvement of employees and their Union representative. The annual review shall include evaluation of the specific components as stated in the statute.

**1715 COUNSELING**



The Facility will offer an Employee Assistance Program (EAP), a professional counseling service, which offers confidential help for day-to-day concerns or difficult times.

**1716 PHYSICAL EXAMS**

All physical examinations required of an employee in connection with her/his employment, according to the practice of the Facility, shall be given without charge, provided such examination(s) is conducted by a Facility-designated physician or Registered Nurse. Physical examinations shall include all laboratory and other clinical tests as required by the Facility, Title XXII or the Department of Health Services. All time spent by an employee in such physical examination(s) will be considered as hours worked regardless of whether it occurs during the employee's normal working hours or nonworking hours; however, time spent in a pre-employment physical examination and/or test will not be compensable.

1717 An examination conducted by any other physician or Registered Nurse may be acceptable at the Facility's option for purposes of compliance with state law, but in these cases the Facility shall have no financial obligation for such examination(s). The amount of time that would have been spent in having the Facility-designated physician or Registered Nurse perform the examination(s) shall be considered as hours worked.

1718 An employee who sustains an injury at work, or otherwise becomes ill at work, and who is referred by the employer to an off-site location for a medical examination will be offered appropriate transportation by the employer, if such transportation is deemed necessary by the facility.

**1719 PARKING AND SECURITY**

The Facility will provide free Employee parking within a reasonable distance of the workplace. The Facility will provide reasonable security personnel for Employees at all times in and around the Facility's premises. After dark, a security escort to the parking area or to the Facility will be made available at the request of an Employee. The Facility will provide an escort for Employees between the East Tower and the Main Hospital after dark, if requested.

1720 The Facility will provide security to patrol the Employee parking lot.

1721 Only authorized outside service providers will be allowed to operate businesses in the Employee Parking lot.

1722 The Facility will meet with employees to discuss concerns related to security, if requested to do so.

**1723 INJURY PREVENTION**

The facility will maintain a worker injury management prevention and training program and will comply with state and federal regulations regarding safe patient handling.

**ARTICLE 18 – EDUCATION BENEFITS**

**1801 College Programs**

**1802 Reimbursement for College Programs**

1803 The term “College Programs” as used in this Article is defined as courses that are part of an accredited course of study leading to a college degree whose satisfactory completion provides college credit. Course time frame of a college program covers a continuous period such as a semester or quarter rather than a seminar format and must be related to an employee’s present job or be in preparation for related career opportunities within the hospital.

**1804 Eligibility for College Programs**

1805 To be eligible to participate in a College Program as provided in this Article, an employee must satisfy the following requirements and is subject to the following limitations:

1. Employee must be a full-time or part-time (with benefits) employee at the time of registration and during the course.
2. Employee must have a minimum of thirty (30) days continuous service as an employee.
3. Employee must receive the recommendation of the Department Director prior to the beginning of each course or program.
4. Request for tuition reimbursement must be submitted prior to registration.
5. The resignation, termination or change to “no benefit status” of an employee automatically ends eligibility.
6. In the event a Registered Nurse/Professional takes an approved leave of absence, education benefits will be available to the Registered Nurse/Professional using

generally the same guidelines as those applied to medical benefits. Intent: an employee on a (FMLA, Family Medical Leave), can extend education benefits up to 12 weeks. An employee on a general leave, or any leave requiring payment of (LOA, Leave of Absence) rates for insurance would not be eligible for education benefits. Employees on an unapproved leave of absence will not qualify for education benefits.

**1806 Benefits for College Program**

- 1807 Upon satisfactory completion (grade C or better or passing grade if pass/fail) in an approved course, the Hospital will reimburse the employee for the cost of tuition, mandatory fees and required course materials, based on the employee's classification, up to the maximum amount for each classification as provided below.
- 1808 Full Time, benefit eligible employees, will be reimbursed up to a maximum amount as follows:
1. \$1500 per year with three (3) or less years of employment
  2. \$2000 per year with four (4) years of employment
  3. \$3000 per year with five (5) or more years of employment
- 1809 Part Time 1, benefit eligible employees, will be reimbursed to a maximum amount as follows:
1. \$750 per year with three (3) years or less of employment
  2. \$1000 per year with four (4) years of employment
  3. \$1500 per year with five (5) or more years of employment
- 1810 All benefits provided under the College Program are subject to Hospital wide budgetary restrictions. Any employee who has started classes pursuant to this Article will continue to receive reimbursement for the current course, program, semester or quarter, notwithstanding any reduction or elimination of the program due to budgetary restraints.

**1811 Procedure for Authorization**

- 1812 All requests for reimbursement for College Program participants must be submitted prior to Registration on a form designated by the Hospital. All requests must be signed by the employee's supervisor and/or Department Director, and approved by the CHRO or designee. If approved, acknowledgement of approval will be provided to the employee within forty-five (45)-calendar days of submission.
- 1813 Following the completion of the class, the employee shall submit actual receipts for tuition, mandatory fees and required course materials along with verification of satisfactory completion as defined herein to the Education Director. A check will be requested at the conclusion of the class and payment shall be made to the Employee within 45 calendar days.

- 1814 If an employee fails to provide receipts for previously approved reimbursement within six (6) months following the completion of a course, the Hospital will not be required to reimburse the employee.

**1815 Education Incentive**

- 1816a Registered Nurses: Full time and Part Time Registered Nurses who achieve a Bachelor's, Master's degree, or Doctoral degree in Nursing from an approved, accredited university during the term of this agreement shall receive a bonus of \$1,000. Registered Nurses who were previously provided increases as a result of earning a Bachelors or Masters of Science degree during employment at FVRMC will retain such increase.

- 1816b Professionals: Full time and Part Time Professionals who achieve an advanced degree in an approved relevant to and not a requirement of their current position from an approved accredited university during the term of this agreement shall receive a bonus of \$1,000.

Education increases will be considered benefits that are only earned by employees in the full-time and part-time classifications.

**1817 Seminar/Certification Reimbursement**

- 1818 For purposes of this Article, the term "Seminar" shall mean short-term continuing education programs/education units that are considered optional by the Hospital, related to the employee's present job and requested by the employee.

- 1819 Certification as used in this Article shall mean specialty certifications awarded by the State of California or a national professional organization.

- 1820 Employee shall be eligible for reimbursement for seminar/certification program attendance and mandatory related materials subject to the following requirements:

1. The employee must be a full-time or part-time 1 employee;
2. The employee must have a minimum of three (3) months satisfactory and continuous service as an employee;
3. The employee must direct a request for seminar approval to the Department Director prior to the date of the seminar;
4. The employee must maintain his/her status as an employee with benefits.

- 1821 When attendance at a seminar is requested by the employee, or is considered optional by the Hospital:

1. Full Time employees will be eligible to use up to \$250. per fiscal year for the registration fee for continuing education seminars/education units.
2. Part Time 1 employees will be eligible to use up to \$150. per fiscal year for the registration fee for continuing education seminars/education units.
3. All benefits described herein are subject to Hospital wide budgetary restrictions.

**1822 Procedure for Authorization**

1. An employee must make a request for reimbursement on a Hospital designated form;
2. All requests must be reviewed and approved by the Department Director prior to attendance;
3. Verbal or written in-service must be presented to peers in department following the seminar upon request of the Director; and,
4. Each employee shall submit proof of attendance and summary of in-service presentation to the Department Director.

**1823 Specialty Certification Incentive**

- 1824 National Certifications may be approved by the Chief Human Resources Officer. This approval must be in writing and in advance of obtaining the certification.
- 1825 Any Employee who is approved for a National Certification or renewal shall receive a bonus of \$500 for achieving National Certification provided it is relevant to their current position at FVRMC: CNOR, CCRN, CEN, OCN, RNC, CMSRN, CPN, CPAN, PCCN, CGRN, ACM (Case Manager), Board of Certified Pharmacy Specialties, Physical/Occupational/Speech Specialty certifications, Laboratory Specialist.

**1826 Mandatory In-Service and Educational Classes**

- 1827 Registered Nurses/Professionals shall be compensated as time worked for all in-service meetings and/or courses designated by the Facility as mandatory.
- 1828 Registered Nurses/Professionals shall be compensated at their base rate of pay or overtime if applicable, for all hours spent attending courses required by the Facility in order to retain their current positions. In order to be eligible for payment, Registered Nurses/Professionals must obtain prior written approval from their Director to attend any such course offered at the Facility. If no such course is reasonably available at the Facility, the Registered Nurse/Professional may with prior written approval attend the course at a nearby Tenet facility or Tenet-contracted vendor. No tuition fee shall be charged to Registered Nurses/Professionals for such courses. If no such course is reasonably available at the Facility or a nearby Tenet facility the Registered Nurse/Professional may with prior written approval attend the course at an outside facility. Tuition fees for such courses shall be eligible for reimbursement with prior written approval.
- 1829 Eligible Registered Nurses/Professionals shall be compensated at their base rate of pay or overtime if applicable, for all hours spent attending courses and shall be reimbursed by the Facility for the tuition fee provided such courses are attended by the Registered Nurse/Professional at the request of their Director and the Registered

Nurse/Professional has obtained prior written approval from their Director to attend such course(s).

1830 Travel time to and from courses mandated and previously approved by the Registered Nurse/Professional's Director shall be paid in accordance with the requirements of federal and state wage and hour laws.

1831 Orientation

The objective of orientation shall be to orient new or transfer employees to FVRMC in the following formats as appropriate:

a) General Hospital Orientation

b) Unit/department-specific orientation

Length of orientation may vary depending on the individual needs of each nurse as determined by the evaluation of the nurses skills, abilities and experience, as assessed by the unit manager or supervisor in consultation with the orienting employee and the individual new hire.

c) RN New Grad Orientation

The Preceptor will be given an assignment that is usual, normal and customary in his/her unit. The RN New Grad will not be included in staffing hours during the orientation period. During the orientation periods, the Preceptor/RN New Grad will not be pulled out of the orientation program to relieve in any areas unless all other options for staffing have been exhausted. In the event a RN New Grad orientation is interrupted, the missed time will be added to his/her orientation schedule.

**ARTICLE 19 – LEAVES OF ABSENCE**

1900 The Hospital will comply with its obligations under federal and state law regarding leaves of absence, including Pregnancy Leave Act, California Family Rights Act, California Paid Family Leave Law, the federal Family and Medical Leave Act of 1993, California Workers' Compensation laws, and the federal Uniform Services Employment and Reemployment Act (29 U.S.C. §§ 84301 et seq.).

1901 Bereavement Leave

- 1902 When a death occurs in the immediate family of a Full-Time or Part-Time 1 Registered Nurse/Professional, the Registered Nurse/Professional after having completed at least ninety (90) calendar days of employment at FVRMC shall be entitled to a paid leave of absence of up to three (3) scheduled consecutive workdays to a maximum of twenty-four (24) hours, to arrange or attend memorial events (e.g. funeral, memorial service). Bereavement leave must be taken within a reasonable time, not to exceed 15 days following the death. If religious practices do not allow for leave to be taken with the above established 15day period, contact Human Resources. Additional days beyond three (3) days/twenty-four (24) hours may be used from accrued PTO.
- 1903 Effective January 1, 2023, when a death occurs in the immediate family of a Full-Time or Part-Time 1 Registered Nurse/Professional, the Registered Nurse/Professional after having completed at least thirty (30) calendar days of employment at FVRMC shall be entitled to a paid leave of absence of up to three (3) scheduled consecutive workdays, to arrange or attend memorial events (e.g. funeral, memorial service). Up to two (2) additional days of unpaid bereavement leave can be taken beyond three (3) days may be used from accrued PTO. Bereavement leave must be taken within a reasonable time, not to exceed three (3) months of the date of the death. If religious practices do not allow for leave to be taken with the above established three (3) month period, contact Human Resources.
- 1904 Immediate family is defined as spouse, mother, father, sister, brother, child, grandparents, grandchildren, mother-in-law, father-in-law, step-parents, step-brothers, step-sisters, step-children, step-grandchildren, and current brothers and sisters-in-law, document/certified domestic partners and individuals who are not legally related but who reside with the Registered Nurse/Professional.
- 1905 Jury Duty**
- 1906 Eligibility - If the Registered Nurse/Professional is a Full-time or Part-time 1 employee and is called to jury duty after completing ninety (90) days of employment, she/he shall receive her/his regular base pay for a limited time while serving on jury duty.
- 1907 Registered Nurses/Professionals will be granted a leave of absence as required by law for the purpose of serving on jury duty. Registered Nurses/ Professionals are required to provide reasonable advance notice of any need for such leave. If excused from jury duty two (2) hours or more prior to the start of a scheduled shift, the employee will contact their Supervisor and return to work if requested.

Night shift employees shall be excused the shift before and the shift after they are required to report for jury duty.

1908 In the event that a regular Full Time or Part-time 1 employee cannot be excused or cannot rearrange his/her working schedule to avoid a conflict, the Full-Time Registered Nurses/Professional shall be paid their regular base daily rate for each full working day missed due to jury duty up to a maximum of eighty (80) hours within a thirty-six (36) month period, except where otherwise required by law. Part-Time 1 Registered Nurses/Professionals shall receive up to a maximum of forty (40) hours of pay within a thirty-six (36) month period. Any additional time served on jury duty is without pay. Evidence of jury duty service shall be required in order to be paid for jury duty.

1909 If jury duty should be required on Monday through Friday and continue into the next week the Registered Nurse/Professional shall be scheduled off on that weekend.

**1910 Witness Pay**

1911 A Registered Nurse/Professional who is required by law to appear in court as a witness may take time off without pay for such purpose provided the Registered Nurse/ Professional gives the Facility reasonable advance notice. Registered Nurse/ Professional who appear as a witness at the request of the Facility shall receive their regular base rate during such time. In the event the Registered Nurse/Professional is placed on-call by the Facility, the Registered Nurse/Professional will receive witness on-call pay of seven dollars (\$7.00) per hour for time spent on call if not working.

**1912 UNION LEAVE**

Employees who have been in the employ of the Employer for at least one (1) year may request a Union leave of absence (without pay) in writing at least thirty (30) days prior to the leave commencing. Such leave of absence without pay will not exceed one (1) year. The Employer may not permanently fill the Employee's position for the first ninety (90) days. No more than one (1) Employee per facility may take such a leave at any one time. Should the Employer grant such leave, permission shall be in writing confirming the date of such leave as requested by the Union.

**1913 Health Insurance**

Benefits may be continued under the provisions of COBRA.



1914 Unpaid

Union leaves of absence are unpaid.

1915 Accrual of Benefits

A Union leave of absence will not affect previously accumulated benefits. However, Employees taking this type of leave will not accrue benefits while on unpaid leave.

1916 Return to Work from a Union Leave

When an Employee returns to duty in compliance with the authorized leave of absence, such Employee shall be reinstated in the same classification, positions, shift, unit and scheduled hours in which such Employee was employed before his/her absence, if such position is vacant. If conditions in the Employer have so changed that it would not be feasible to reinstate him/her in such manner, then the Employer will reinstate the Employee to as nearly comparable position and shift as is reasonable under the circumstances. If an Employee wishes to return from leave early he/she must give the Employer at least four (4) weeks' notice prior to reinstatement.

1917 Benefits While on a Leave of Absence

A benefit eligible Registered Nurse/Professional on paid Protected Leave of Absence shall be eligible to continue to participate in the Facility's health and other insurance plans under the same conditions as if the Registered Nurse/Professional had continued to work. If on a Protected Leave of Absence, the Facility will continue to make payroll deductions for the first thirty (30) days of the protected leave to collect the Registered Nurse/Professional's share of the premium if receiving time-off pay, using PTO and/or EIB, if available. Following the first thirty (30) days of a protected leave, the Registered Nurse/Professional will be responsible to pay their share of the premium. If the Registered Nurse/Professional is on a Protected Leave of Absence, and not receiving PTO or EIB pay, the Registered Nurse/Professional shall pay their share of the premium.

If the Registered Nurse/Professional fails to submit her/his payment within thirty (30) days of the due date for either a Protected or Unprotected leave, the Registered Nurse/Professional's coverage will be cancelled retroactive to the last day for which a payment was received. The Hospital retains the right, at its discretion, to modify the process for employee premium payment(s) while on a Leave of Absence.

1918 General Leave of Absence

1919 A Registered Nurse/Professional may request a General Leave of Absence after having completed at least six (6) months of employment at FVRMC. Such leave may be granted for reasons not otherwise covered by State or Federal Law. A General Leave of Absence may be granted for up to thirty (30) days at the discretion of the Facility; however, such leave may not be used to extend a vacation, or other paid time off. The leave may be extended beyond the initial thirty (30) days at the discretion of the Facility.

1920 A request for a General Leave of Absence must be submitted in writing and must be approved in writing by the Registered Nurse/Professional's department manager and Facility Human Resources Department before the leave begins.

**1921 Benefits**

1922 A benefit eligible Registered Nurse/Professional on a General Leave of Absence shall be eligible to continue to participate in the Facility's insurance and benefits plans in which they're enrolled subject to terms, conditions, and limitations of those benefit plans and policies. A benefit eligible Registered Nurse/Professional on a General Leave of Absence will not continue to accrue PTO but may use PTO or other paid time off, if available until the PTO account has been exhausted. Should the Registered Nurse/Professional desire to continue benefit coverage, she/he shall be responsible for all insurance premiums which must be paid. It is the Registered Nurse/Professional's obligation and responsibility to make arrangements as required to pay the premiums for continued coverage.

**1923 Return From Leave**

1924 An effort will be made to return the Registered Nurse/Professional to the same position when the leave ends, if vacant and posted, or to a similar position for which the Registered Nurse/Professional is qualified if vacant and posted. However, reinstatement in such circumstances cannot be guaranteed unless required by State or Federal law. A Registered Nurse/Professional who fails to return on the next scheduled workday following the expiration of her/his leave of absence will be considered to have voluntarily resigned from his/her employment.

**1925 Reduction In Force**

1926 If business conditions require a reduction in force, Registered Nurses/Professionals on an approved leave of absence will be considered for layoff under the same terms and conditions as other Registered Nurses/Professionals actively at work.

**1927 Termination During Leave of Absence**

1928 A Registered Nurse/Professional may be subject to termination during a leave of absence for reasons including but not limited to the following:

1. Failure to keep the Facility informed of changes in medical status if on a medical disability leave, including maternity/pregnancy-related leave.
2. Misrepresentations regarding the reasons for applying for the leave of absence, or any facts related hereto.

1929 The Facility reserves the right to require a Registered Nurse/Professional on any medical disability leave, including maternity/pregnancy related leave, to be examined at Facility expense by a Facility selected physician prior to his/her return to work.

**1930 Request for a Leave of Absence**

An employee must contact the Human Resources department who will guide them through the appropriate process for the type of leave of absence they are requesting.

**1931 Use of Paid Time Off During Leave:**

Employees will use any accumulated Paid Time Off (PTO) Plan and extended illness benefits if applicable in connection with leaves of absence granted pursuant to this Article. Paid time off and/or reserve sick benefits utilized during a leave covered by state Workers Compensation or State Disability benefits, such paid time off or accrued reserved sick benefits shall be integrated with the state benefits in order to fully replace the Employee's regular wages, until such benefits are exhausted.

**1932 Modified Duty**

In the case of a Workers' Compensation injury, the hospital will provide modified duty as required by law.

**ARTICLE 20 – JOB SECURITY**

**2001 Successorship Protection**

2002 In the event of sale or transfer of control of the facility, Tenet shall, within a reasonable period of time but not less than twenty-one (21) days of the effective date of the sale or transfer, provide the Union with the new employer's or entity's name, address and designated representative. Prior to the sale or transfer, Tenet shall inform the new owner and/or employer or entity of the existence of this Agreement and of its terms and conditions; shall require the new owner, employer or entity to retain all or substantially all of the bargaining unit employees, recognize the Union as the collective bargaining representative and to assume any existing Collective Bargaining Agreement. The parties agree that compliance with this Article shall constitute full satisfaction of any and all

obligations to bargain regarding such sale or transfer, and Tenet and the Facility shall have no further obligation to the Union with respect to a sale or transfer or control of the facility.

**2003 Transfer Option**

- 2004 Job openings at other Tenet facilities will be posted on the Tenet website and will be available to bargaining unit Registered Nurses/Professionals on the same basis as other Tenet employees.

**ARTICLE 21 – MANAGEMENT RIGHTS**

- 2101 Subject to the laws and regulations governing the health care industry, the Facility retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated or deleted by a provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Facility and not abridged by this Agreement include, but are not limited to, the following:

1. To manage, direct and maintain the efficiency of its business and personnel;
2. To manage and control its departments, buildings, facilities, equipment and operations;
3. To create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. To subcontract or discontinue work for business, economic, medical or operational reasons;
5. To utilize personnel from nursing registries or other temporary help agencies;
6. To direct the work force;
7. To increase or decrease the work force;
8. To determine staffing patterns and levels and the number of Registered Nurses/ Professionals needed, provided that the Facility adheres to the regulations set forth in Title 22;
9. To lay off Registered Nurses/Professionals;
10. To hire, transfer and promote Registered Nurses/Professionals;

11. To demote, suspend, discipline and discharge Registered Nurses/Professionals;
12. To maintain the discipline and efficiency of its Registered Nurses/Professionals;
13. To establish work standards and schedules of operations;
14. To specify or assign work requirements and overtime;
15. To assign work and decide which Registered Nurses/Professionals are qualified to perform such work;
16. To determine working hours, shift assignments, and days off;
17. To adopt rules of conduct, appearance and safety and penalties for violations thereof;
18. To determine the type and scope of work to be performed and for the services to be provided to patients;
19. To determine whether work will be assigned to bargaining unit Registered Nurses/Professionals or other Registered Nurses/Professionals;
20. To determine the methods, processes, means and places of providing service to patients;
21. To determine the quality of patient services;
22. To acquire and dispose of equipment and facilities;
23. To determine the places where work will be performed;
24. To hire temporary Registered Nurses/Professionals for designated periods of time;
25. To pay wages and benefits in excess of those required by this Agreement;
26. To effect technological changes in its equipment and operations; and,
27. To sell, close, or dispose of all or part of the Facility.

2102 The Facility's failure to exercise any right, prerogative, or function hereby reserved to it or the Facility's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Facility's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 22 – SUBCONTRACTING**

- 2201 The Facility may subcontract all or part of any operation performed by Registered Nurses/Professionals. Where such subcontracting would displace a Registered Nurse/Professional, the Facility shall provide the Union with thirty (30) days prior notice of its decision to subcontract so that the Union can discuss the effects of such subcontracting. In the event that the subcontracting of any operation would result in the displacement of twenty (20) or more employees, the Facility will require any subcontracting entity to offer employment to the affected employees and to maintain their current rate of pay for a period of not less than ninety (90) days.
- 2202 The parties desire to maximize stability in their labor relations. This effort includes their concern for the working environment and labor practices of subcontractors operating within the Facility. Therefore, consistent with the policy reflected in CALPERS' Responsible Contractor Program (paragraph VI/M), the Facility supports and shall encourage its contractors to honor "a position of neutrality in the event there is a legitimate attempt by a labor organization to organize the subcontractor's employees."

## **ARTICLE 23 – UNION SECURITY**

### **2301 Union Membership as a Condition of Employment**

- 2302 During the life of this Agreement, employees of the Employer who are subject to this Agreement shall be required as a condition of employment to maintain membership in the Union in good standing, subject to federal law. Compliance is required by the 31st day after employment. The Employer will provide all new hire employees who are hired into the bargaining unit with the Union Membership Application/Payroll Deduction Form.
- 2303 As a condition of employment all employees hired on or after the effective date of this Agreement shall, on the thirty-first (31st) day following the beginning of

such employment, become and remain members in good standing of the Union and tender to the Union the initiation fees and periodic dues that are the obligations of members.

**2304 Failure to Make Required Payments**

2305 The Union shall notify the Employer and the affected employee in writing of an employee's failure to comply with the provisions of this Article and shall afford each such employee fifteen (15) work days, after the employee has been mailed such notice at his/her last known address, in which to comply.

2306 If said employee does not comply with the provisions of this Article within the ten (10) day period following actual notice, the employee shall be promptly terminated upon written notice of such fact from the Union to the Employer.

**2307 Deduction and Remittance of Union Initiation Fees and Dues**

2308 Upon receipt of an individual, voluntary, written, and un-revoked check-off authorization form which has been signed by an employee in the bargaining unit covered by this Agreement, the Employer shall deduct from the pay of such employee during the first pay period of each calendar month a sum equal to the employee's union initiation fees or monthly membership dues, uniformly required, and only so long as such employee was employed by the Employer at the time such obligation became due.

2308A The Employer shall promptly remit to the Union the sums which are deducted under this Section, together with a list on hard copy and a disk or electronically (on Excel, ASCII delimited text, or another compatible format) showing the following information for Union members: their names, Social Security number, home address and phone number (as provided by the employee), classification, regular wage rate, regular hours worked during the period, regular earnings during the period, department, status, (e.g. Regular Full-Time, Regular Part-Time, Per Diem, or Temporary), and date of hire.

2309 The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that arise out of, or by reason of, any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

2310 The Employer will honor written assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, where such assignments are submitted in a

form agreed to by the Employer and the Union, and will remit such contributions to the Union.

## **ARTICLE 24 – WORK STOPPAGE**

### **2401 Prohibited Activity**

2402 During the term of this Agreement, neither the Union nor its agents or representatives, nor any Registered Nurses/Professionals, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, boycott, sit-down, sickout or slow-down, or any refusal to cross a picket line at or enter the Facility's premises, or any other interference with any of the Facility's services or operations, or with the movement or transportation of goods to or from the Facility's premises.

### **2403 Waiver by Union**

2404 The prohibitions of this Article are intended to apply regardless of the motivation for the strike or other conduct. By way of illustration only, this Article expressly prohibits; (1) sympathy strikes (individual or concerted failure to cross a picket line established by another labor organization or by members of another bargaining unit); (2) strikes over disputes that are not subject to arbitration; and (3) strikes in protest of alleged violations of state or federal law. Any statutory right under the NLRA which the Registered Nurse/Professional may otherwise have to engage in such conduct is hereby expressly waived by the Union.

### **2405 Union Obligation**

2406 If a violation of this Article should occur, the Union shall immediately do everything within its power to terminate the violation.

### **2407 Penalty**

2408 Any Registered Nurse/Professional who participates in any activity prohibited by this Article shall be subject to discharge or such lesser discipline as the Facility in its discretion shall determine, provided, however, that such Registered Nurse/Professional shall have recourse to the grievance and arbitration



procedure as to the sole questions of whether he/she in fact participated in such prohibited activity and whether the discipline is discriminatory.

**2409 Union Officials**

2410 The Union's Representatives shall attempt to end any violation of this Article by personally complying with the Article, and by urging others to do so. Should they fail to do so, they may be selectively disciplined, including discharge; provided they shall have recourse to the grievance and arbitration procedure as to the question of whether they complied with this section.

**2411 No Lockouts**

2412 The Facility agrees that there shall be no lockout during the term of this Agreement. As used herein, the term "lockout" shall not include the closing down or curtailment of operations or layoffs due to economic conditions, business or operational reasons, natural disaster, or reasons beyond the Facility's control.

**2413 Expedited Arbitration**

2414 Without resort to the grievance procedure, a dispute regarding an alleged violation or threatened violation of this Article may be submitted to expedited arbitration by either party upon written notice to the other party. Within twenty-four (24) hours of any request to arbitrate an alleged violation of this Article or as soon thereafter as any arbitrator is available, a hearing shall be held, telephonically or otherwise, before any one of the arbitrators identified in Article 9, Paragraph 912 of this Agreement. The first available arbitrator in sequential order from the list shall be selected. The arbitrator shall determine and advise the parties of the time and place of such hearing. The failure of either party or a witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness was present. The sole issue before the arbitrator shall be whether this Article has been violated and what relief, if any, for such violation is appropriate. In the event the arbitrator finds any violation of this Article, the arbitrator may order any party to cease and desist from such violation and award damages, and the arbitrator may order such interim relief as he/she deems appropriate. The arbitrator may issue his/her award at any time, but in no event later than twenty-four (24) hours after the hearing. Any decision supporting such award shall be issued within seven (7) days of the close of the hearing. The arbitrator's decision and award shall be final and binding on the parties. Nothing herein shall be deemed or

construed to limit or preclude any party's right to any judicial remedy, including but not limited to injunctive relief and damages. The fees and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Facility and the Union.

#### **ARTICLE 25 – NOTICES**

Notices by the Union to the Facility shall be mailed by certified mail, return receipt requested or delivered to the following address:

Chief Human Resources Officer  
Fountain Valley Regional Hospital and Medical Center  
17100 Euclid Street  
Fountain Valley, CA 92708

Copies shall also be mailed certified mail, return receipt requested, or delivered to the Chief Operating Officer and Chief Executive Officer at the address listed above.

Notices by the Facility to the Union shall be mailed by certified mail, return receipt requested, or delivered to the following address:

President, National Union of Healthcare Workers  
1250 45<sup>th</sup> Street, Suite 200  
Emeryville, CA 94608

Emails to the Union or to the Facility may be utilized, however, emailed notice(s) will not be considered as official notice under this Article. Notice(s) will be considered official only when provided by one of the three methods listed above.

#### **ARTICLE 26 – SAVINGS CLAUSE**

2601 If any provision of this Agreement is held to be in conflict with any state or federal law, or if compliance with or enforcement of any provision is restrained the remainder of this Agreement shall remain in full force and effect.

## **ARTICLE 27 – ENTIRE AGREEMENT**

2701 The parties agree that this Agreement constitutes the entire contract between them governing wages, hours and conditions of employment of bargaining unit Registered Nurses and Professionals covered during the term hereof, and settles all demands and issues on all matters subject to collective bargaining. Accordingly, the Union and the Facility expressly waive their rights during the term of this Agreement to demand negotiations upon any subject matter, whether or not such subject matter is specifically contained in this Agreement or whether such subject matter has or has not been raised or discussed by either party during the negotiations leading up to the execution of this Agreement.

## **ARTICLE 28 - COVID-19**

NUHW and Fountain Valley Regional Hospital acknowledge the significant impact the COVID-19 pandemic has had on healthcare workers both at work and in their personal lives. The parties also recognize the COVID-19 pandemic has created challenges as the Hospitals and healthcare workers strive to provide the highest quality healthcare to patients, while maintaining the health and safety of healthcare workers.

In recognition of the foregoing, NUHW and the Hospital agree as follows:

1. Meetings Regarding COVID-19: As part of the Health Care Professional Advisory Committee (HPAC) as provided for in Article 8- Health Care Professional Advisory Committee (HPAC), the HPAC may utilize a portion of or the entire meeting to address issues associated with the COVID-19 pandemic. At the request of either party in writing, the established Health Care Professional Advisory Committee may meet more frequently than once a month during pandemic and/or surge conditions. Any additional meeting of the HPAC shall be scheduled at a mutually agreeable date and time.
2. Personal Protective Equipment (PPE): The Employer will continue to provide appropriate PPE to all employees. The Employer will endeavor to comply with guidance promulgated by the Centers for Disease Control and Prevention, including strategies to optimize the use of PPE during shortages, which could include, in the judgement of the hospital, alterations to its ongoing operations. The Employer intends to comply with applicable state and federal laws, including those with respect

to the physical safety of employees and including California Assembly Bill 2537 which requires an employer, unless due to issues beyond its control, to maintain a stockpile of PPE in an amount equal to three months of normal consumption. PPE is defined by AB2537 as: N95 respirators; powered air purifying respirators (PAPRS); surgical masks; isolation gowns; eye protection; shoe coverings.

3. Infection Prevention: The Employer will follow appropriate guidelines such as strong infection prevention measures including universal masking of all staff and visitors, frequent hand washing, social distancing, screening prior to admittance to the facility, wearing of N95 respirators during aerosol generating procedures, contact tracing of potential exposure participants, and creation of “COVID Zone” environments in our facility. As appropriate, N95 respirators shall continue to be available for all employees, subject to availability and fit testing of the employee(s). Infection prevention measures may change based on applicable local, state and/or federal guidelines.
4. Employee Resources - Assist in Health Needs of Employees: To assist employees through personal concerns related to COVID-19 the Employer will provide:
  - a. The Employer shall assist employees, if requested, in working with the California Office of Emergency Services so that qualified Employees may receive free or reduced-cost hotel rooms under the Hotel for Health Care Workers Program, if available.
  - b. The Employee Assistance Program (EAP), Beacon Wellbeing, continues to be available to all employees. Beacon Wellbeing may be reached at (866) 335-2340 or [tenet.mybeaconwellbeing.com](https://tenet.mybeaconwellbeing.com).
5. Compliance with AB685: The Employer will assure compliance with AB685; which includes notification of potential COVID-19 exposures at the work site, COVID-19-related benefits and protections, and disinfection and safety measures at the worksite.
6. Testing: With the understanding that COVID-19 testing modalities may be a scarce resource, the Employer shall continue to follow applicable local, state, and federal guidelines pertaining to COVID-19 testing. Currently, the Employer gives priority to symptomatic employees, and potential employee COVID-19 worksite exposure. Testing for employees outside of the aforementioned priority groups will be evaluated when able. In the event an Employee receives notification from the Employer that they may have been exposed at work to an employee who tested positive, per AB685, and such Employee develops symptoms, they may be tested upon their request at the Facility at no cost provided the Hospital offers on-site

COVID-19 testing services. The employee must make such testing request with Employee Health and/or their department Director/Manager. In accordance with local, state and federal guidelines, all patients shall be tested upon admittance for care or services. Until the test results for each newly admitted/treated patient is available, the Employer shall treat such patients as "Patients Under Investigation" (PUIs) and shall ensure that employees who interact with these patients have the same PPE and safety precautions as employees who treat known COVID-19 positive patients.

7. COVID-19 Critical Workers: The Hospital will assure compliance with SB1159; recording employee positive COVID Tests which allows for the rebuttable presumption of injury.
8. The Employer shall keep a record of and track all COVID-19 cases with the employee's name, contact information, occupation, location where the employee worked, the date of the last day at the workplace and the date of a positive COVID 19 test. The information shall be made available to the Union upon request, in writing. However, the affected employee(s) name and the contact information shall be redacted from the information provided.
9. Pay for Missed Shifts. The Hospital will comply with applicable federal or state law or regulation governing pay for missed shifts related to COVID-19. If there is no applicable federal or state law or regulation in place and if the Hospital requires an Employee to be quarantined as a result of the Employee's being exposed (as defined by the Hospital's protocols) to a confirmed COVID-19 patient(s) or employee(s) at the facility and prohibits the Employee from working scheduled shifts during the quarantine period, the Hospital shall pay the Employee for such shifts, at the Employee's base rate of pay. Once workplace exposure is confirmed under the Hospital's protocols, the Hospital will pay for such shifts for up to the first 14 calendar days after the Employee is prohibited from working.
10. The parties agree the provisions in this Article shall remain in place during the period the Orange County Health Care Agency has declared a COVID-19 pandemic. Nothing in this Article extends the time period any federal or state law or regulation shall remain in effect nor does it expand the coverage or application of any federal or state law or regulation.

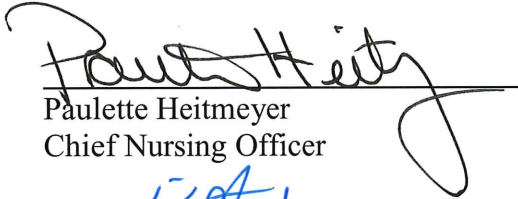
## **ARTICLE 29 – TERM**


2901 This Agreement shall become effective on the date of ratification of this agreement (December 1, 2022) and shall continue in full force and effect through and including November 30, 2025. Either party may serve written notice to the other party of its intent to amend the Agreement at least one hundred and twenty (120) days prior to the expiration date of this collective bargaining agreement.

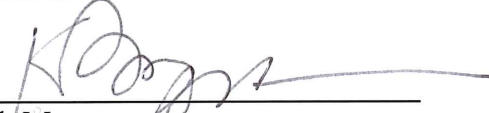
## **ARTICLE 30-TECHNOLOGY**

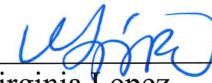
- A. Utilization of technology should support the provision of safe, therapeutic, and effective care.
- B. Technology should be utilized in a manner that safeguards patient quality of care and confidentiality.
- C. Technology provides information and tools to support clinical decision-making as appropriate. Registered Nurses/Professionals will maintain accountability for actual clinical decision-making, including incorporating individualized patient needs, complication, and co-morbidities, as appropriate.
- D. Should the Hospital introduce new technology and/or equipment, the Hospital shall train the affected Registered Nurses/Professionals on the necessary competencies required to utilize the new technology. When applicable, such training shall include hands on skills training and orientation.
- E. Prior to implementation, the Hospital shall notify the HPAC of new technology, Management shall meet with HPAC upon request to allow an opportunity for input regarding implementation of new technology and to hear concerns.


**FOUNTAIN VALLEY REGIONAL  
HOSPITAL AND MEDICAL CENTER**

  
Paulette Heitmeyer  
Chief Nursing Officer

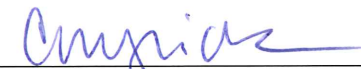
  
Keith Stanhill  
Interim Chief Human Resources Officer

  
Keith Monzon  
Director, Rehabilitative Services


  
Virginia Lopez  
Manager, Nursing Services


  
Lesley Wolder  
Director, Pharmacy Services


  
Sarah Normandeau  
Manager, Nursing Services


  
Cathy Myrick  
Tenet Director, Labor Relations


**NATIONAL UNION OF  
HEALTHCARE WORKERS**


  
Sal Rosselli  
President

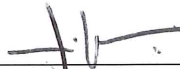
  
Barbara Lewis  
Director, Southern California Hospitals

  
Dianne Adams  
Registered Nurse, PACU

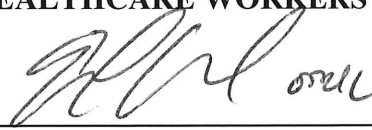
  
Mida Apodaca  
Registered Nurse, 3 East

  
Asmita Bhakta  
Clinical Lab Scientist, Laboratory

  
Kelly Boeke  
Registered Nurse, ER

  
Junior Cadhero  
Physical Therapist, Rehab

**NATIONAL UNION OF  
HEALTHCARE WORKERS**



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Errol Canivel  
Occupational Therapist, Rehab



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CG Carithers  
Registered Nurse, OR



---

Jennifer Carter  
Registered Nurse, Main Telemetry



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Lizabeth Church  
Registered Nurse, OR

---

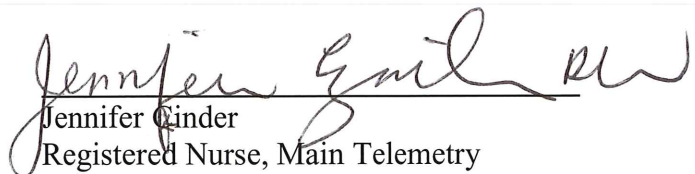
Kathy Cimato  
Clinical Pharmacist, Pharmacy

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Kim Clowes  
Registered Nurse, OR

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Holly Cook  
Case Manager, Case Management



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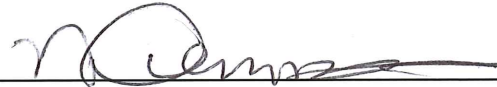
Jennifer Corder  
Registered Nurse, Main Telemetry



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Ronald David  
Registered Nurse, Interventional  
Radiology



Nila Dempsey  
Registered Nurse, Obstetrics



Maggie Desierto  
Registered Nurse, Surgical / Ortho



Ibrahima Diallo  
Registered Nurse, 3 East



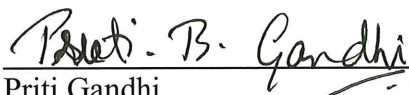
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Registered Nurse, 3 East



Karen Escobar  
Registered Nurse, PICU





Rawnaq Farhana  
Registered Nurse, DOU

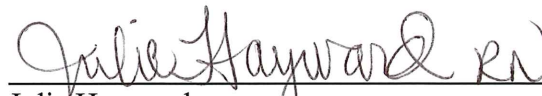


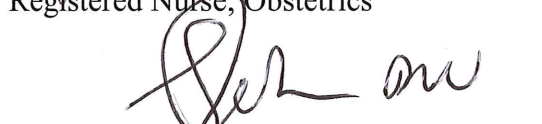
Priti Gandhi  
Registered Nurse, Cath Lab Holding

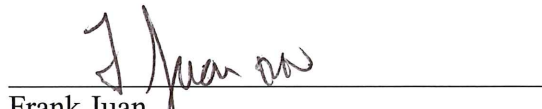
**NATIONAL UNION OF  
HEALTHCARE WORKERS**


  
Sylvia Garcia  
Registered Nurse, Same Day Services


  
Anne Gelvezon  
Registered Nurse, ICU


  
Julie Hayward  
Registered Nurse, Obstetrics

  
Sharon Johnson  
Registered Nurse, Obstetrics

  
Frank Juan  
Registered Nurse, ER

  
Olivia Judish  
Registered Nurse, 4 East

  
Jere Justice  
Staff Pharmacist, Pharmacy

  
Jewell Justiniani Allen  
Social Worker, LCSW, Social Services

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---

Vickie Ketter  
Registered Nurse, G.I. Lab

---

Juliann Kolbe  
Registered Nurse, ICU


---

Claudine Miranda  
Registered Nurse, PICU

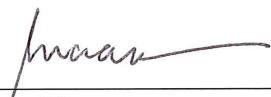
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Erika Moreno  
Registered Nurse, ER

---

  
Makenna Musson  
Registered Nurse, 2 East

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Lynna Navarra  
Registered Nurse, Obstetrics

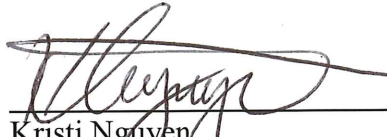
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Anh Nguyen  
Registered Nurse, DOU

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Kent Nguyen  
Staff Pharmacist, Pharmacy

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HEALTHCARE WORKERS**



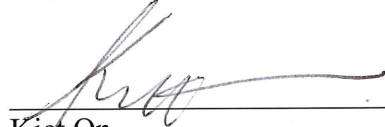
Kristi Nguyen  
Clinical Lab Scientist, Laboratory

Phuong Nguyen  
Clinical Lab Scientist, Laboratory



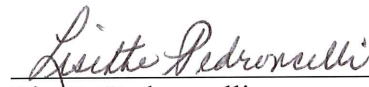
Nora Nichols  
Registered Nurse, OR

Kimie Nip  
Registered Nurse, 2 East

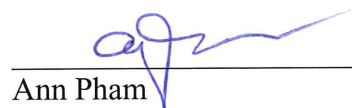


Kiet On  
Registered Nurse, Same Day Services

Patricia Osuna Guerena  
Registered Nurse, 3 East



Lisette Pedroncelli  
Registered Nurse, NICU



Ann Pham  
Clinical Lab Scientist, Laboratory

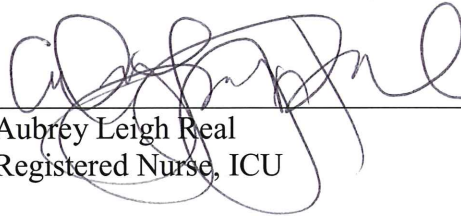
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---

Kevin Pham  
Registered Nurse, 2 East

---

Theresa Phung  
Clinical Pharmacist, Pharmacy



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Aubrey Leigh Real  
Registered Nurse, ICU



---

Revelyn Repaje  
Case Manager, Case Management

---

Natalya Rigot  
Registered Nurse, 4 East

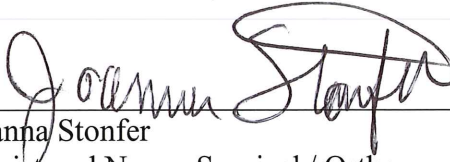
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Johaana Rivera  
Registered Nurse, 2 East



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Kittiya Sanglimsuwan  
Clinical Pharmacist, Pharmacy



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Joanna Stonfer  
Registered Nurse, Surgical / Ortho

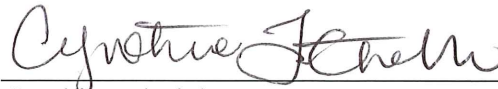
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HEALTHCARE WORKERS**



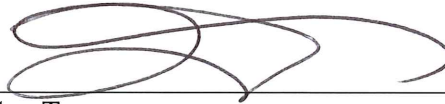
Mary Strachan  
Registered Nurse, NICU



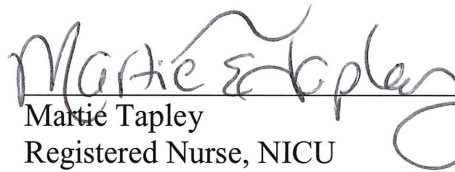
Lori Stricklin  
Registered Nurse, Labor and Delivery



Cynthia Talmich  
Social Worker LCSW, Social Services



Sue Tan  
Registered Nurse, In-House Transport



Martie Tapley  
Registered Nurse, NICU



Sunita Tomol  
Registered Nurse, PACU

Thuy Tran  
Registered Nurse, ICU



Tori Tran  
Registered Nurse, Obstetrics

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Lacey Vasquez  
Registered Nurse, DOU

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Fran Verna  
Registered Nurse, 4 East

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Audrey Vu  
Registered Nurse, 4 East



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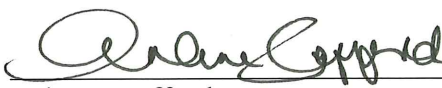
Christopher Warren  
Physical Therapist, Rehab

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Kelly Wennenkamp  
Registered Nurse, 3 East

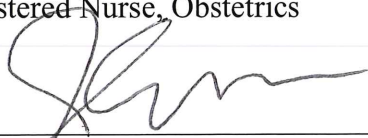
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Lyna Whitcomb  
Staff Pharmacist, Pharmacy



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Arlene Wofford  
Registered Nurse, Obstetrics



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John Wu  
Registered Nurse, DOU

**NATIONAL UNION OF  
HEALTHCARE WORKERS**



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Maricela Zarate

Registered Nurse, Surgical / Ortho



## **LETTER OF AGREEMENT #1**

### **GRANDFATHERING OF SHIFT DIFFERENTIALS**

Bargaining unit employees, including Per Diems, who on February 1, 2007, were receiving a percentage-based shift differential will in the future receive a flat (non-percentage-based) differential equal to the current value of his/her percentage differential. Employees who thereafter change shifts or positions will lose such grandfathering rights, except under the circumstances set forth in paragraph 513. Percentage-based shift differentials are hereby eliminated.

### **SIDELETTER OF AGREEMENT REGARDING SUBCONTRACTING**

The Hospital agrees not to subcontract Physical Therapists, Occupational Therapists and Speech Therapists positions during the term of this Agreement. The Hospital retains its full rights to Subcontract any other bargaining unit positions in accordance with Article 22 Subcontracting.

## **APPENDIX A**

### **WEEKENDER PROGRAM**

#### **Eligibility**

Registered Nurses/Professionals must be in a benefited status (full-time or part-time<sup>1</sup>). In addition to benefited status, in order to qualify for the Weekender Program, the Registered Nurse/Professional must:

- a. Have a minimum of one year recent acute care experience in the specialty area he/she is applying for.
- b. Have current BLS, and other competencies and certifications required by area of specialty.
- c. Have completed and approved the Weekender Agreement.

RNs/Professionals in written counseling for poor performance, attendance or receiving other written disciplinary action may be disqualified from the Weekender Program at the discretion of the Department Director.

### **Practices**

- a. Weekender shifts may be 2-12 hour shifts or 3-8 hour shifts (depending on normal unit schedule) starting at 7 p.m. Friday night and ending at 7 a.m. Monday morning.
  - b. Weekender staff must work seven (7) out of every eight (8) weekends.
  - c. Weekender staff may be flexed off on the weekend and may be required to float, with appropriate orientation, to other units based on patient care needs, and/or as part of the regular float rotation for that unit.
  - d. If weekender staff wish to pick up additional shifts they may do so at their regular base rate.
  - e. Weekender staff may not be regularly scheduled to work back-to-back shifts for any combination of shifts resulting in overtime.
  - f. No additional time off may be requested or taken beyond the 8<sup>th</sup> weekend.
- Weekender staff that take more than one weekend off in an eight week period may be removed from the program.

### **Holidays**

Weekender staff must work two special holiday weekends as follows:

1. Easter
2. Mother's Day
3. Father's Day

Weekender staff must work two summer holiday weekends as follows:

1. Memorial Day
2. Labor Day
3. President's Day
4. Independence Day (if holiday falls on a Fri, Sat, Sun. or Mon.)

Weekender staff who:

1. Have participated in the program for more than 6 continuous months in any calendar year,

2. Have met both holiday requirements above, and,
3. Who are still participating in the Weekender Program, will not have to work a winter holiday (Christmas, Thanksgiving weekend, New Year's). Otherwise the winter holiday commitment would apply, regardless of what day of the week the holiday falls.

## APPENDIX B

### Fountain Valley – NUHW Wage Scales

#### 2022 Wage Scales

Job Title	0	1	2	3	4	5	6	7	8	9	10	11	12	15	20	25
RN- CLINICAL I	45.40	45.84	46.43	48.16	49.97	51.84	52.88	53.94	55.02	56.12	57.24	58.38	59.55	60.74	62.56	64.44
RN- CLINICAL II	46.74	47.20	48.51	50.31	52.19	54.16	55.24	56.34	57.47	58.62	59.79	60.99	62.21	63.45	65.35	67.31
CASE MANAGER	49.50	49.98	51.35	53.27	55.27	57.34	58.49	59.66	60.85	62.07	63.31	64.58	65.87	67.19	68.53	69.90
QUALITY ASSURANCE RN	51.56	52.06	53.51	55.50	57.58	59.74	60.93	62.15	63.39	64.66	65.95	67.27	68.62	69.99	71.39	72.82
EDUCATOR, CLINICAL	53.10	53.61	55.09	57.15	59.30	61.52	62.75	64.01	65.29	66.60	67.93	69.29	70.68	72.09	73.53	75.00
CLINICAL LAB SCIENTIST	47.67	49.42	50.26	51.63	53.03	54.54	55.63	56.74	57.87	59.03	60.21	61.41	62.64	63.89	65.17	66.47
CLS/LIS N	47.67	49.42	50.26	51.63	53.03	54.54	55.63	56.74	57.87	59.03	60.21	61.41	62.64	63.89	65.17	66.47
CLINICAL LAB SPECIALIST	50.05	51.91	52.79	54.21	55.68	57.25	58.40	59.57	60.76	61.98	63.22	64.48	65.77	67.09	68.43	69.80
CLS LEAD	52.44	54.38	55.31	56.80	58.33	59.98	61.18	62.40	63.65	64.92	66.22	67.54	68.89	70.27	71.68	73.11
SOCIAL WORKER- MSW	40.00	41.60	42.44	43.71	45.02	46.38	47.31	48.26	49.23	50.21	51.21	52.23	53.27	54.34	55.43	56.54
SOCIAL WORKER- LCSW	45.00	46.81	47.75	49.17	50.64	52.15	53.19	54.25	55.34	56.45	57.58	58.73	59.90	61.10	62.32	63.57
PHARMACIST, STAFF	69.15	71.92	73.36	75.56	77.83	79.97	81.57	83.20	84.86	86.56	88.29	90.06	91.86	93.70	95.57	97.48
PHARMACIST, CLINICAL	72.00	74.90	76.38	78.67	81.03	83.25	84.92	86.62	88.35	90.12	91.92	93.76	95.64	97.55	99.50	101.49
THERAPIST, PHYSICAL	45.40	47.10	47.93	49.25	50.60	51.99	53.03	54.09	55.17	56.27	57.40	58.55	59.72	60.91	62.13	63.37
THERAPIST, OCCUPATIONAL	45.40	47.10	47.93	49.25	50.60	51.99	53.03	54.09	55.17	56.27	57.40	58.55	59.72	60.91	62.13	63.37
THERAPIST, SPEECH	45.40	47.10	47.93	49.25	50.60	51.99	53.03	54.09	55.17	56.27	57.40	58.55	59.72	60.91	62.13	63.37

### 2023 Wage Scales

Job Title	0	1	2	3	4	5	6	7	8	9	10	11	12	15	20	25
RN- CLINICAL I	46.76	47.22	47.82	49.60	51.47	53.40	54.47	55.56	56.67	57.80	58.96	60.13	61.34	62.56	64.44	66.37
RN- CLINICAL II	48.14	48.62	49.97	51.82	53.76	55.78	56.90	58.03	59.19	60.38	61.58	62.82	64.08	65.35	67.31	69.33
CASE MANAGER	50.99	51.48	52.89	54.87	56.93	59.06	60.24	61.45	62.68	63.93	65.21	66.52	67.85	69.21	70.59	72.00
QUALITY ASSURANCE RN	53.11	53.62	55.12	57.17	59.31	61.53	62.76	64.01	65.29	66.60	67.93	69.29	70.68	72.09	73.53	75.00
EDUCATOR, CLINICAL	54.69	55.22	56.74	58.86	61.08	63.37	64.63	65.93	67.25	68.60	69.97	71.37	72.80	74.25	75.74	77.25
CLINICAL LAB SCIENTIST	49.10	50.90	51.77	53.18	54.62	56.18	57.30	58.44	59.61	60.80	62.02	63.25	64.52	65.81	67.13	68.46
CLS/LIS N	49.10	50.90	51.77	53.18	54.62	56.18	57.30	58.44	59.61	60.80	62.02	63.25	64.52	65.81	67.13	68.46
CLINICAL LAB SPECIALIST	51.55	53.47	54.37	55.84	57.35	58.97	60.15	61.36	62.58	63.84	65.12	66.41	67.74	69.10	70.48	71.89
CLS LEAD	54.01	56.01	56.97	58.50	60.08	61.78	63.02	64.27	65.56	66.87	68.21	69.57	70.96	72.38	73.83	75.30
SOCIAL WORKER- MSW	41.20	42.85	43.71	45.02	46.37	47.77	48.73	49.71	50.71	51.72	52.75	53.80	54.87	55.97	57.09	58.24
SOCIAL WORKER- LCSW	46.35	48.21	49.18	50.65	52.16	53.71	54.79	55.88	57.00	58.14	59.31	60.49	61.70	62.93	64.19	65.48
PHARMACIST, STAFF	71.22	74.08	75.56	77.83	80.16	82.37	84.02	85.70	87.41	89.16	90.94	92.76	94.62	96.51	98.44	100.40
PHARMACIST, CLINICAL	74.16	77.15	78.67	81.03	83.46	85.75	87.47	89.22	91.00	92.82	94.68	96.57	98.51	100.48	102.49	104.53
THERAPIST, PHYSICAL	46.76	48.51	49.37	50.73	52.12	53.55	54.62	55.71	56.83	57.96	59.12	60.31	61.51	62.74	63.99	65.27
THERAPIST, OCCUPATIONAL	46.76	48.51	49.37	50.73	52.12	53.55	54.62	55.71	56.83	57.96	59.12	60.31	61.51	62.74	63.99	65.27
THERAPIST, SPEECH	46.76	48.51	49.37	50.73	52.12	53.55	54.62	55.71	56.83	57.96	59.12	60.31	61.51	62.74	63.99	65.27

## 2024 Wage Scales

Job Title	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	20	25
RN- CLINICAL I	48.05	48.52	49.14	50.96	52.89	54.87	55.97	57.09	58.23	59.39	60.58	61.78	63.03	63.03	63.03	64.28	66.21	68.20
RN- CLINICAL II	49.46	49.96	51.34	53.25	55.24	57.31	58.46	59.63	60.82	62.04	63.27	64.55	65.84	65.84	65.84	67.15	69.16	71.24
CASE MANAGER	52.39	52.90	54.34	56.38	58.50	60.68	61.90	63.14	64.40	65.69	67.00	68.35	69.72	69.72	69.72	71.11	72.53	73.98
QUALITY ASSURANCE RN	54.57	55.09	56.64	58.74	60.94	63.22	64.49	65.77	67.09	68.43	69.80	71.20	72.62	72.62	72.62	74.07	75.55	77.06
EDUCATOR, CLINICAL	56.19	56.74	58.30	60.48	62.76	65.11	66.41	67.74	69.10	70.49	71.89	73.33	74.80	74.80	74.80	76.29	77.82	79.37
CLINICAL LAB SCIENTIST	50.45	52.30	53.19	54.64	56.12	57.72	58.88	60.05	61.25	62.47	63.73	64.99	66.29	66.29	66.29	67.62	68.98	70.34
CLS/LIS N	50.45	52.30	53.19	54.64	56.12	57.72	58.88	60.05	61.25	62.47	63.73	64.99	66.29	66.29	66.29	67.62	68.98	70.34
CLINICAL LAB SPECIALIST	52.97	54.94	55.87	57.38	58.93	60.59	61.80	63.05	64.30	65.60	66.91	68.24	69.60	69.60	69.60	71.00	72.42	73.87
CLS LEAD	55.50	57.55	58.54	60.11	61.73	63.48	64.75	66.04	67.36	68.71	70.09	71.48	72.91	72.91	72.91	74.37	75.86	77.37
SOCIAL WORKER- MSW	42.33	44.03	44.91	46.26	47.65	49.08	50.07	51.08	52.10	53.14	54.20	55.28	56.38	56.38	56.38	57.51	58.66	59.84
SOCIAL WORKER- LCSW	47.62	49.54	50.53	52.04	53.59	55.19	56.30	57.42	58.57	59.74	60.94	62.15	63.40	63.40	63.40	64.66	65.96	67.28
PHARMACIST, STAFF	73.18	76.12	77.64	79.97	82.36	84.64	86.33	88.06	89.81	91.61	93.44	95.31	97.22	97.22	97.22	99.16	101.15	103.16
PHARMACIST, CLINICAL	76.20	79.27	80.83	83.26	85.76	88.11	89.88	91.67	93.50	95.37	97.28	99.23	101.22	101.22	101.22	103.24	105.31	107.40
THERAPIST, PHYSICAL	48.05	49.84	50.73	52.13	53.55	55.02	56.12	57.24	58.39	59.55	60.75	61.97	63.20	63.20	63.20	64.47	65.75	67.06
THERAPIST, OCCUPATIONAL	48.05	49.84	50.73	52.13	53.55	55.02	56.12	57.24	58.39	59.55	60.75	61.97	63.20	63.20	63.20	64.47	65.75	67.06
THERAPIST, SPEECH	48.05	49.84	50.73	52.13	53.55	55.02	56.12	57.24	58.39	59.55	60.75	61.97	63.20	63.20	63.20	64.47	65.75	67.06

## **APPENDIX C**

### **ADEQUATE STAFFING LEVELS**

The Facility shall maintain adequate staffing levels based on patient census and acuity, as required by law, and shall comply with Title 22, Section 70217 "Nursing Service Staff" in California.

The Facility reaffirms its practice to maintain adequate staffing levels based on patient census and patient acuity, as required by law. Should an employee believe staffing levels are insufficient to permit the delivery of adequate patient care, he/she shall undertake work assignments but may do so under oral or written protest. In an emergency situation where there is a potential danger to the patient, the nurse shall immediately notify the nurse supervisor/manager/designee who will physically visit the unit to assess the situation. Corrective action will be implemented if necessary. The Facility shall not require an employee in any case to perform a work assignment outside the lawful scope of his/her license.

## **APPENDIX D**

### **UNIT BASED PER DIEM PROGRAM - AGREEMENT**

#### **I. Purpose**

- A. All units may establish unit based Per Diem positions based on need and competency.
- B. Unit based Per Diem RN/Professional staff assist in providing qualified staff, competent to meet the continuing delivery of quality patient care on a stated unit.
- C. Registered Nurse/Professional hired into the unit based Per Diem program will be responsible to maintain unit-based competencies.
- D. Unit based Per Diem staff will be assigned to other units within the Division before core staff is reassigned.

#### **II. Responsibility and Accountability**

- A. Unit based Per Diem staff will report directly to the unit Director or designee.
- B. During the course of their shift(s), the employee will follow the normal chain of command.
- C. Hours of the employee will be charged to the home unit.

#### **III. Unit Based Per Diem Program Requirements**

- A. Unit based Per diem staff will be required to be available for work a minimum of two (2) weekday shifts and two (2) weekend shifts per four (4) week schedule for a total of not less than four (4) shifts per schedule. The minimum requirement must be met thru worked shifts but, may be met thru designated mandatory "on-call" shifts, depending on departmental needs and Director approval.
- B. The availability requirement will be met if the employee previously scheduled is canceled by the Staffing Office.
- C. The weekend (minimum) staffing requirement is not fulfilled by working at the request of another employee.
- D. Unit based Per Diem staff are required to accept temporary reassignment outside of their assigned unit, based on competence and Hospital need.

#### **IV. Unit Based Per Diem Requirements**

- A. Per Diem staff is required to be available to work one (1) summer and one (1) winter holiday.

#### **V. Unit Based Per Diem Scheduling Procedure**

- A. Each employee must submit their availability at least two (2) weeks before the next schedule is to be finalized. Availability must be submitted in writing on a request form to the unit Director or designee. The employee will be notified of accepted dates. Registered Nurse/Professional hired into the unit based Per Diem program will be responsible to maintain unit based competencies.



- B. Unit based Per Diem staff may make themselves available and/or accept assignments to work any shift (Day, Evening or Night) regardless of the shift they were originally hired for, or transferred into.
- C. Per Diem staff who fail to meet Per Diem requirements over a three (3) month period, will be considered to have voluntarily resigned their position.

I have read, understand and will comply with the above unit based Per Diem requirements.

Employee Name: \_\_\_\_\_ Department: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **APPENDIX E**

### **TITLE 22, §70217, NURSING SERVICE STAFF (as may be amended from time to time) Date Retrieved October 2007**

(a) Hospitals shall provide staffing by licensed nurses, within the scope of their licensure in accordance with the following nurse-to-patient ratios. Licensed nurse means a registered nurse, licensed vocational nurse and, in psychiatric units only, a licensed psychiatric technician. Staffing for care not requiring a licensed nurse is not included within these ratios and shall be determined pursuant to the patient classification system.

No hospital shall assign a licensed nurse to a nursing unit or clinical area unless that hospital determines that the licensed nurse has demonstrated current competence in providing care in that area, and has also received orientation to that hospital's clinical area sufficient to provide competent care to patients in that area. The policies and procedures of the hospital shall contain the hospital's criteria for making this determination.

Licensed nurse-to-patient ratios represent the maximum number of patients that shall be assigned to one licensed nurse at any one time. "Assigned" means the licensed nurse has responsibility for the provision of care to a particular patient within his/her scope of practice. There shall be no averaging of the number of patients and the total number of licensed nurses on the unit during any

one shift nor over any period of time. Only licensed nurses providing direct patient care shall be included in the ratios.

Nurse Administrators, Nurse Supervisors, Nurse Managers, and Charge Nurses, and other licensed nurses shall be included in the calculation of the licensed nurse-to-patient ratio only when those licensed nurses are engaged in providing direct patient care. When a Nurse Administrator, Nurse Supervisor, Nurse Manager, Charge Nurse or other licensed nurse is engaged in activities other than direct patient care, that nurse shall not be included in the ratio. Nurse Administrators, Nurse Supervisors, Nurse Managers, and Charge Nurses who have demonstrated current competence to the hospital in providing care on a particular unit may relieve licensed nurses during breaks, meals, and other routine, expected absences from the unit.

Licensed vocational nurses may constitute up to 50 percent of the licensed nurses assigned to patient care on any unit, except where registered nurses are required pursuant to the patient classification system or this section. Only registered nurses shall be assigned to Intensive Care Newborn Nursery Service Units, which specifically require one registered nurse to two or fewer infants. In the Emergency Department, only registered nurses shall be assigned to triage patients and only registered nurses shall be assigned to critical trauma patients.

Nothing in this section shall prohibit a licensed nurse from assisting with specific tasks within the scope of his or her practice for a patient assigned to another nurse. "Assist" means that licensed nurses may provide patient care beyond their patient assignments if the tasks performed are specific and time-limited.

(1) The licensed nurse-to-patient ratio in a critical care unit shall be 1:2 or fewer at all times. "Critical care unit" means a nursing unit of a general acute care hospital which provides one of the following services: an intensive care service, a burn center, a coronary care service, an acute respiratory service, or an intensive care newborn nursery service. In the intensive care newborn nursery service, the ratio shall be 1 registered nurse: 2 or fewer patients at all times.

(2) The surgical service operating room shall have at least one registered nurse assigned to the duties of the circulating nurse and a minimum of one additional person serving as scrub assistant for each patient-occupied operating room. The scrub assistant may be a licensed nurse, an operating room technician, or other person who has demonstrated current competence to the hospital as a scrub assistant, but shall not be a physician or other licensed health professional who is assisting in the performance of surgery.

(3) The licensed nurse-to-patient ratio in a labor and delivery suite of the perinatal service shall be 1:2 or fewer active labor patients at all times. When a licensed nurse is caring for antepartum patients who are not in active labor, the licensed nurse-to-patient ratio shall be 1:4 or fewer at all times.

(4) The licensed nurse-to-patient ratio in a postpartum area of the perinatal service shall be 1:4 mother-baby couplets or fewer at all times. In the event of multiple births, the total number of mothers plus infants assigned to a single licensed nurse shall never exceed eight. For postpartum areas in which the licensed nurse's assignment consists of mothers only, the licensed nurse-to-patient ratio shall be 1:6 or fewer at all times.

(5) The licensed nurse-to-patient ratio in a combined Labor/Delivery/Postpartum area of the perinatal service shall be 1:3 or fewer at all times the licensed nurse is caring for a patient combination of one woman in active labor and a postpartum mother and infant. The licensed nurse-to-patient ratio for nurses caring for women in active labor only, antepartum patients who are not in active labor only, postpartum women only, or mother-baby couplets only, shall be the same ratios as stated in subsections (3) and (4) above for those categories of patients.

(6) The licensed nurse-to-patient ratio in a pediatric service unit shall be 1:4 or fewer at all times.

(7) The licensed nurse-to-patient ratio in a postanesthesia recovery unit of the anesthesia service shall be 1:2 or fewer at all times, regardless of the type of anesthesia the patient received.

(8) In a hospital providing basic emergency medical services or comprehensive emergency medical services, the licensed nurse-to-patient ratio in an emergency department shall be 1:4 or fewer at all times that patients are receiving treatment. There shall be no fewer than two licensed nurses physically present in the emergency department when a patient is present.

At least one of the licensed nurses shall be a registered nurse assigned to triage patients. The registered nurse assigned to triage patients shall be immediately available at all times to triage patients when they arrive in the emergency department. When there are no patients needing triage, the registered nurse may assist by performing other nursing tasks. The registered nurse assigned to triage patients shall not be counted in the licensed nurse-to-patient ratio.

Hospitals designated by the Local Emergency Medical Services (LEMS) Agency as a "base hospital", as defined in section 1797.58 of the Health and Safety Code, shall have either a licensed physician or a registered nurse on duty to respond to the base radio 24 hours each day. When the duty of base radio responder is assigned to a registered nurse, that registered nurse may assist by performing other nursing tasks when not responding to radio calls, but shall be immediately available to respond to requests for medical direction on the base radio. The registered nurse assigned as base radio responder shall not be counted in the licensed nurse-to-patient ratios.

When licensed nursing staff are attending critical care patients in the emergency department, the licensed nurse-to-patient ratio shall be 1:2 or fewer critical care patients at all times. A patient in the emergency department shall be considered a critical care patient when the patient meets the criteria for admission to a critical care service area within the hospital.

Only registered nurses shall be assigned to critical trauma patients in the emergency department, and a minimum registered nurse-to-critical trauma patient ratio of 1:1 shall be maintained at all times. A critical trauma patient is a patient who has injuries to an anatomic area that : (1) require life saving interventions, or (2) in conjunction with unstable vital signs, pose an immediate threat to life or limb.

(9) The licensed nurse-to-patient ratio in a step-down unit shall be 1:4 or fewer at all times. Commencing January 1, 2008, the licensed nurse-to-patient ratio in a step-down unit shall be 1:3 or fewer at all times. A "step down unit" is defined as a unit which is organized, operated, and maintained to provide for the monitoring and care of patients with moderate or potentially severe physiologic instability requiring technical support but not necessarily artificial life support. Step-down patients are those patients who require less care than intensive care, but more than that which is available from medical/surgical care. "Artificial life support" is defined as a system that

uses medical technology to aid, support, or replace a vital function of the body that has been seriously damaged. "Technical support" is defined as specialized equipment and/or personnel providing for invasive monitoring, telemetry, or mechanical ventilation, for the immediate amelioration or remediation of severe pathology.

(10) The licensed nurse-to-patient ratio in a telemetry unit shall be 1:5 or fewer at all times. Commencing January 1, 2008, the licensed nurse-to-patient ratio in a telemetry unit shall be 1:4 or fewer at all times. "Telemetry unit" is defined as a unit organized, operated, and maintained to provide care for and continuous cardiac monitoring of patients in a stable condition, having or suspected of having a cardiac condition or a disease requiring the electronic monitoring, recording, retrieval, and display of cardiac electrical signals. "Telemetry unit" as defined in these regulations does not include fetal monitoring nor fetal surveillance.

(11) The licensed nurse-to-patient ratio in medical/surgical care units shall be 1:6 or fewer at all times. Commencing January 1, 2005, the licensed nurse-to-patient ratio in medical/surgical care units shall be 1:5 or fewer at all times. A medical/surgical unit is a unit with beds classified as medical/surgical in which patients, who require less care than that which is available in intensive care units, step-down units, or specialty care units receive 24 hour inpatient general medical services, post-surgical services, or both general medical and post-surgical services. These units may include mixed patient populations of diverse diagnoses and diverse age groups who require care appropriate to a medical/surgical unit.

(12) The licensed nurse-to-patient ratio in a specialty care unit shall be 1:5 or fewer at all times. Commencing January 1, 2008, the licensed nurse-to-patient ratio in a specialty care unit shall be 1:4 or fewer at all times. A specialty care unit is defined as a unit which is organized, operated, and maintained to provide care for a specific medical condition or a specific patient population. Services provided in these units are more specialized to meet the needs of patients with the specific condition or disease process than that which is required on medical/surgical units, and is not otherwise covered by subdivision (a).

(13) The licensed nurse-to-patient ratio in a psychiatric unit shall be 1:6 or fewer at all times. For purposes of psychiatric units only, "licensed nurses" also includes licensed psychiatric technicians in addition to licensed vocational nurses and registered nurses. Licensed vocational nurses, licensed psychiatric technicians, or a combination of both, shall not exceed 50 percent of the licensed nurses on the unit.

(14) Identifying a unit by a name or term other than those used in this subsection does not affect the requirement to staff at the ratios identified for the level or type of care described in this subsection.

(b) In addition to the requirements of subsection (a), the hospital shall implement a patient classification system as defined in Section 70053.2 above for determining nursing care needs of individual patients that reflects the assessment, made by a registered nurse as specified at subsection 70215(a)(1), of patient requirements and provides for shift-by-shift staffing based on those requirements. The ratios specified in subsection (a) shall constitute the minimum number of registered nurses, licensed vocational nurses, and in the case of psychiatric units, licensed psychiatric technicians, who shall be assigned to direct patient care. Additional staff in excess of these prescribed ratios, including non-licensed staff, shall be assigned in accordance with the hospital's documented patient classification system for determining nursing care requirements,

considering factors that include the severity of the illness, the need for specialized equipment and technology, the complexity of clinical judgment needed to design, implement, and evaluate the patient care plan, the ability for self-care, and the licensure of the personnel required for care. The system developed by the hospital shall include, but not be limited to, the following elements:

(1) Individual patient care requirements.

(2) The patient care delivery system.

(3) Generally accepted standards of nursing practice, as well as elements reflective of the unique nature of the hospital's patient population.

(c) A written staffing plan shall be developed by the administrator of nursing service or a designee, based on patient care needs determined by the patient classification system. The staffing plan shall be developed and implemented for each patient care unit and shall specify patient care requirements and the staffing levels for registered nurses and other licensed and unlicensed personnel. In no case shall the staffing level for licensed nurses fall below the requirements of subsection (a). The plan shall include the following:

(1) Staffing requirements as determined by the patient classification system for each unit, documented on a day-to-day, shift-by-shift basis.

(2) The actual staff and staff mix provided, documented on a day-to-day, shift-by-shift basis.

(3) The variance between required and actual staffing patterns, documented on a day-to-day, shift-by-shift basis.

(d) In addition to the documentation required in subsections (c)(1) through (3) above, the hospital shall keep a record of the actual registered nurse, licensed vocational nurse and licensed psychiatric technician assignments to individual patients by licensure category, documented on a day-to-day, shift-by-shift basis. The hospital shall retain:

(1) The staffing plan required in subsections (c)(1) through (3) for the time period between licensing surveys, which includes the Consolidated Accreditation and Licensing Survey process, and

(2) The record of the actual registered nurse, licensed vocational nurse and licensed psychiatric technician assignments by licensure category for a minimum of one year.

(e) The reliability of the patient classification system for validating staffing requirements shall be reviewed at least annually by a committee appointed by the nursing administrator to determine whether or not the system accurately measures patient care needs.

(f) At least half of the members of the review committee shall be registered nurses who provide direct patient care.

(g) If the review reveals that adjustments are necessary in the patient classification system in order to assure accuracy in measuring patient care needs, such adjustments must be implemented within thirty (30) days of that determination.

(h) Hospitals shall develop and document a process by which all interested staff may provide input about the patient classification system, the system's required revisions, and the overall staffing plan.

(i) The administrator of nursing services shall not be designated to serve as a charge nurse or to have direct patient care responsibility, except as described in subsection (a) above.

(j) Registered nursing personnel shall:

(1) Assist the administrator of nursing service so that supervision of nursing care occurs on a 24-hour basis.

(2) Provide direct patient care.

(3) Provide clinical supervision and coordination of the care given by licensed vocational nurses and unlicensed nursing personnel.

(k) Each patient care unit shall have a registered nurse assigned, present and responsible for the patient care in the unit on each shift.

(l) A rural General Acute Care Hospital as defined in Health and Safety Code Section 1250(a), may apply for and be granted program flexibility for the requirements of subsection 70217(i) and for the personnel requirements of subsection (j)(1) above.

(m) Unlicensed personnel may be utilized as needed to assist with simple nursing procedures, subject to the requirements of competency validation. Hospital policies and procedures shall describe the responsibility of unlicensed personnel and limit their duties to tasks that do not require licensure as a registered or vocational nurse.

(n) Nursing personnel from temporary nursing agencies shall not be responsible for a patient care unit without having demonstrated clinical and supervisory competence as defined by the hospital's standards of staff performance pursuant to the requirements of subsection 70213(c) above.

(o) Hospitals which utilize temporary nursing agencies shall have and adhere to a written procedure to orient and evaluate personnel from these sources. Such procedures shall require that personnel from temporary nursing agencies be evaluated as often, or more often, than staff employed directly by the hospital.

(p) All registered and licensed vocational nurses utilized in the hospital shall have current licenses. A method to document current licensure shall be established.

(q) The hospital shall plan for routine fluctuations in patient census. If a healthcare emergency causes a change in the number of patients on a unit, the hospital must demonstrate that prompt efforts were made to maintain required staffing levels. A healthcare emergency is defined for this purpose as an unpredictable or unavoidable occurrence at unscheduled or unpredictable intervals relating to healthcare delivery requiring immediate medical interventions and care.