

Agreement

Between



And

PALOMAR POMERADO HEALTH

June 1, 2006

To

May 31, 2009

**CNA San Diego
3160 Camino Del Rio South #305
San Diego, CA 92108
(619) 516-4917**

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THIS AGREEMENT is made and entered into this 1st day of June 2006, by and between PALOMAR POMERADO HEALTH, hereinafter referred to as “PPH” or “Employer” and the CALIFORNIA NURSES ASSOCIATION hereinafter referred to as “Association” or “CNA.”

WITNESSETH

That the parties hereto have agreed as follows:

ARTICLE 1

RECOGNITION

- A. Pursuant to the decision of the State Mediation and Conciliation Service on June 6, 2002 the Employer recognizes the Association as the exclusive collective bargaining representative for PPH Registered Nurses in the following bargaining unit:

Including: All full time and part time employees, and all per diem (PD) employees employed in classifications for which a Registered Nurse license is required and who work at the facilities located at 555 East Valley Parkway, Escondido, CA 92025; 15615 Pomerado Road, Poway, CA 92064; 343 East Second Avenue, Escondido, CA 92025, including the following: Preceptor, Charge Nurse, Relief Charge Nurse, Team Leader, Advanced Clinical R.N., Quality Resource Management R.N., Clinical Instructor (204700), Patient Educator, Lactation Consultant, Case Manager, Quality Resource Management R.N.-PD, Acute Care Case Manager, R.N. I (except those assigned to a Skilled Nursing Facility or Home Health), R.N. II (except those assigned to the Skilled Nursing Facility or Home Health), R.N. III (except those assigned to the Skilled Nursing Facility or Home Health), R.N. IV (except those assigned to the Skilled Nursing Facility or Home Health), Staff R.N. (except those assigned to the Skilled Nursing Facility or Home Health), Clinical R.N. (except those assigned to the Skilled Nursing Facility or Home Health), Floater R.N.-CCU, Specialty Trained Available Team (STAT) RN, Weekend Only Worker (WOW), R.N. PD-Level I, R.N. PD-Level II, R.N. PD-Level III, and R.N. New Graduate.

Excluding: All other employees, all employees employed in classifications for which a Registered Nurse license is required but who do not work at the facilities located at 555 East Valley Parkway, Escondido, CA 92025; 15615 Pomerado Road, Poway, CA 92064; 343 East Second Avenue, Escondido, CA 92025, temporary employees, casual employees, confidential employees as defined in the Resolution, other professional employees as defined in the Resolution, and managerial employees as defined in the Resolution who average one shift or more per two-week pay period working in a managerial position such as the following: Nurse Executives, Nurse Directors, Nurse Managers, Staff Development Coordinator, Base Hospital Manager, Nurse Supervisor-Home Health, Staff Development Coordinator-Villa Pomerado, Clinical Nurse Supervisor, Nursing Supervisor-Skilled Nursing Facility, Nursing Supervisor, Skilled Nursing Facility Clinical Supervisor, Program Supervisor, Administrative Supervisor, Nursing Supervisor-Skilled Nursing Facility-Non-Exempt, Program Supervisor/Clinical

Coordinator, Clinical Nurse Specialist, Perinatal Education Instructor, Nurse Practitioner, Perinatal Education Instructor-Non-Exempt, Patient Educator-Cardiac Rehab, Nurse Midwife, On-Call/IV Coordinator, Nurse Midwife-PDS (Non-exempt), Clinical Specialist/Nurse Supervisor, Clinical Wound NS Specialist, R.N. Community Instructor, Occupational Health Nurse, Charge R.N.-Skilled Nursing Facility, I.P. Nurse, Unit Orientation Coordinator, Facility Orientation Coordinator, Home Care Case Manager, Forensic Nurse, MDS Coordinator-Villa Pomerado, Employee Health Nurse-PDS, Occupational Health Nurse-PD, Clinical Instructor (309200), Case Manager-Home Health, Case Manager-Home Health-PD, Cancer Resource Specialist, Home Health R.N.-PD, Service Coordinator-Endo., Field Case Manager-Home Health and Lead Case Manager.

- B. This Agreement applies only to Registered Nurses employed by PPH at the above locations and any additions to or substitutions for the current locations described above employing Registered Nurses in the including part of paragraph A above.

ARTICLE 2

ASSOCIATION SECURITY

- A. Membership. As a condition of continued employment, Registered Nurses covered by this Agreement shall, within 31 days after hiring or the effective date of the Agreement, whichever is later, be required to do one of the following:
1. Join and maintain membership in the Association;
 2. Choose not to join the Association but pay to the Association a monthly service charge equivalent to his/her share of the costs incurred by the Association related to collective bargaining, contract administration and grievance adjustment;
 3. For reasons of a bona fide religious conviction, choose not to join the Association but pay a monthly sum equivalent to Association dues to a bona fide non-religious non-labor organization charitable fund of the Registered Nurses choice exempt from taxation under Section 501(c) of the Internal Revenue Code.
- B. New Employee Notice. PPH shall give to each Registered Nurse at the time of employment the current CNA form authorizing voluntary payroll deduction of monthly dues. Within thirty (30) days after execution of this Agreement, and every ninety (90) days thereafter, PPH will provide CNA with a database (in Excel or compatible format) master list of all employed Registered Nurses who are subject to the provisions of this Agreement, giving the names, addresses, telephone numbers, classifications, units, shifts, current wage rates, employment status, social security numbers, and dates of hire. On or before the tenth day of each month, subsequent to the establishment of the Master List, PPH will forward to CNA a database including the names, addresses, telephone numbers, classifications, units, shifts, current wage rates, employment status, social security numbers, and dates of hire of new hires and the names and unit of Registered Nurses who have resigned or who have been terminated.

- C. Maintenance of Membership. Upon notice from CNA and after counseling by CNA, a Registered Nurse who fails to satisfy the membership requirement, pay the service fee, or make the charitable contribution shall be given 14 days notice of termination or shall be allowed to resign with proper notice to PPH.
- D. Payroll Deduction of Association Dues or Service Fee.
1. Written Assignment. During the life of this Agreement PPH will honor written assignments of salary to CNA for the payment of CNA dues or service fees when such assignments are submitted on the form agreed to by PPH and CNA.
 2. Payroll Deduction. Each monthly deduction for CNA shall be made by PPH and shall be remitted to CNA at:

California Nurses Association
2000 Franklin Street
Oakland, CA 94612
- E. Indemnification. CNA shall indemnify and hold PPH harmless against any cost or liability resulting from any and all claims, demands, suits or any other action rising from the operation of any provision of this Article. The indemnification includes the cost of defending against any such actions or claims. CNA shall have no monetary claim against PPH by reason of its failure to perform under this Article.

ARTICLE 3

MANAGEMENT RIGHTS

- A. Subject to the provisions contained in this Agreement and the laws and regulations governing patient care and the practice of nursing, PPH has the right to operate its business which includes the exclusive right to determine, change, discontinue, alter, or modify in whole or in part, temporarily or permanently, any of the following:
1. The number, location, or types of facilities;
 2. The medical and patient care standards, methods and procedures;
 3. The price of all products and services, the price of all purchases, and the corporate and financial structure of PPH;
 4. The subcontracting of facility construction and maintenance or work not presently performed by Registered Nurses covered by this Agreement;
 5. The equipment and machinery;
 6. The promotion and demotion of all supervisors at PPH;
 7. The number of employees, including the number of employees assigned to any particular procedure or shift, and whether, when, or where there is a job opening;

8. Reasonable standards of performance, and whether any employee meets such standards;
 9. The need for and the administration of physical examinations or psychological tests, background information, criminal record or drug screening as they pertain to new or probationary employees;
 10. The direction and supervision of all of the employees;
 11. The rules and regulations for all of the employees;
 12. When overtime or on call assignments shall be worked or rescinded and it is agreed that a Registered Nurse may not refuse to work overtime if it would endanger patient care, for example, during an operation or during a community disaster or a life threatening event;
 13. The hiring of full-time, part-time and per diem employees and the number thereof;
 14. The utilization of registry and traveling Registered Nurses;
 15. The funding of each benefit including the identity and selection of each carrier, insurer fiduciary, administrator or trustee;
 16. The security of the employees, premises, facilities, and property of PPH;
 17. The utilization of all PPH premises, equipment, and facilities;
 18. The selection and retention or discontinuance of all catering and vending machine suppliers and other catering services and the price of their products or services; and
 19. The job classifications and the content and qualifications thereof.
- B. Any dispute arising regarding the exercise of any of the rights of PPH enumerated above is not subject to the grievance and arbitration provisions set forth in Articles 7 (Grievance Procedure) and 8 (Arbitration). The foregoing shall not preclude a CNA grievance or arbitration contesting whether PPH's actions or inactions are not within the rights enumerated above.

ARTICLE 4

WORK STOPPAGE

- A. PPH and the Association acknowledge that PPH differs in its operations from other non-healthcare industries because of the type of service it renders to the community and for humanitarian reasons. Therefore, during the term of this Agreement the parties agree to the conditions of this Article.
- B. Neither the Association nor the Registered Nurses shall threaten to or participate in any strike, walkout, slowdown, sickout, sympathy strike or other work stoppage (collectively referred to as “work stoppage”) during the life of this Agreement. In the event of any strike, walkout, slowdown, sympathy strike, or work stoppage or threat thereof, the Association and its officers will do everything within their power to end or avert the same.
- C. PPH, for its part, agrees that there shall be no lockout of Registered Nurses during the term of this Agreement.
- D. Disputes contending that there are violations of Paragraphs B and C of this Article shall not be subject to the grievance and arbitration provisions contained in Articles 7 (Grievance Procedure) and 8 (Arbitration).
- E. Since time is of the essence in settling such disputes, in the event of a claimed violation or threat of violating any of the provisions of this Article, the party claiming such violation, in its sole discretion, shall have the choice of pursuing independently or concurrently any of the following courses of action:
 - 1. Submit such claim directly to an appropriate State Court and such claim may be submitted without regard to the arbitration provisions set forth herein. Each party hereby waives its right to remove any such action instituted to a Federal Court, and consents to the jurisdiction of the State Courts to hear the claim.
 - 2. File an unfair labor practice charge with the Public Employment Relations Board.
 - 3. Submit such claim to arbitration as follows: The claim shall be filed orally with an arbitrator listed in Article 8 (Arbitration) of this Agreement and the other party shall be notified orally. The arbitration hearing shall be held within eight (8) hours (or as soon thereafter as is possible) after filing of the claim. Continuance of said hearing shall be determined by the arbitrator. Absence from or nonparticipation at the hearing by any party shall not prevent the issuance of an award. Hearing procedures that will expedite the hearing may be ordered at the arbitrator’s discretion and the arbitrator may close the hearing in his or her sole discretion when the arbitrator decides that he or she has heard sufficient evidence to satisfy issuance of an award. The arbitrator’s award shall be rendered as expeditiously as possible and in no event later than twelve (12) hours after the close of the hearing. In the event the arbitrator finds that this Article has been violated, the arbitrator shall, as a part of his or her award, enjoin any continued or prospective violations of this Article, and further shall specifically order that all

normal operations be resumed at once. For just cause, the arbitrator is empowered to award damages for the violation of this Article. The award of the arbitrator shall be final and binding upon the parties. The award may be enforced in any appropriate court as soon as possible after its rendition with written notice to the party or parties against whom such enforcement is sought and each party hereby waives its right to remove any such action initiated in a State Court to the Federal Court. The fee of the arbitrator and all necessary expenses of the hearing, including a stenographic reporter if employed, shall be equally divided between the parties.

- F. Neither the Association, nor its agents, shall purchase billboard, bench, newspaper, TV, radio, magazine or other advertisements disparaging PPH or its employees or management or services during the life of this Agreement.
- G. Neither PPH, nor its agents, shall purchase billboard, bench, newspaper, TV, radio, magazine or other advertisements disparaging the Association or its services or employees or management during the life of this Agreement.
- H. The Association will not place or cause anyone to place PPH or PPH's products or services on any "We Do Not Patronize" or "Unfair" lists.

ARTICLE 5

NON-DISCRIMINATION

- A. There shall be no discrimination by the Association or PPH of any kind against any employee on account of race, color, creed, marital status, sex, sexual orientation, national origin, ancestry, religion, medical condition, age, physical handicap, or status as disabled veteran or a veteran of the Vietnam era, or association activity or membership or lack thereof.
- B. The parties agree that PPH is required to make reasonable accommodations for certain qualified disabled individuals in order to comply with the Americans with Disabilities Act ("ADA") and the California Fair Employment and Housing Act ("FEHA"), and that actions taken by PPH in an attempt to comply with the ADA and the FEHA shall not constitute a violation of this Agreement; provided, the actions of PPH are in accordance with the law.
- C. The parties agree that PPH shall enforce the rules and regulations set forth in the Family Medical Leave Act and the California Family Rights Act, and that actions taken by PPH in an attempt to meet such obligations shall not constitute a violation of this Agreement; provided, the actions of PPH are in accordance with the law.
- D. Any use of gender in this Agreement, including job classifications, shall be interpreted as referring to either male or female.

ARTICLE 6

DISCIPLINE AND DISCHARGE

- A. The right to maintain discipline is vested exclusively in the Employer. A Registered Nurse who has successfully completed the probationary period may only be disciplined or discharged for just cause. CNA shall be notified in writing, in a timely manner of all Registered Nurse suspensions and discharges.
- B. Where PPH reasonably believes an investigatory interview may result in suspension or discharge of the nurse, PPH shall advise the nurse in advance.
- C. A nurse shall be informed of his/her entitlement to have an Association representative present during an investigatory interview where the nurse reasonably believes that such an interview will result in a disciplinary action of suspension or discharge.
- D. Failure to comply with Section B or C shall not affect the outcome of the discipline.

ARTICLE 7

PERSONNEL FILES

- A. A Registered Nurse, or a California Nurses Association Representative, with the written authorization from the registered nurse, may view a nurse's personnel file during regular business hours with at least four (4) business day's advance notice.
- B. Copies of relevant materials within the personnel file shall be provided on written request of the nurse within four (4) business days.
- C. Documentation of disciplinary action will be retained in the personnel file. Unrelated disciplinary actions will not be considered after one year, when determining level of discipline for infractions of policy or procedure.

ARTICLE 8

GRIEVANCE PROCEDURE

- A. A grievance is defined as a dispute concerning the interpretation or application of any provision of this Agreement, including alleged violations of Article 5 (Non-Discrimination).
- B. Days are calendar days excluding Saturdays, Sundays, and PPH holidays.
- C. CNA and PPH recognize that the goal of this grievance procedure is to attempt to resolve the grievance at the lowest level possible with the least amount of time and resources. In the case of a grievance filed on behalf of an individual Registered Nurse ("individual grievances"), the Registered Nurse must first meet with the Registered Nurse's

supervisor/manager to attempt to resolve the grievance. This meeting may be waived if either the grievant or the grievant's supervisor/manager deem it unnecessary. If the grievance is not resolved by this meeting, the grievance shall be handled in accordance with the procedures set forth below.

At any meeting held under this grievance procedure, unless mutually agreed otherwise, a Nurse Representative must be accompanied by at least one grievant.

All written responses by PPH shall be addressed to CNA with copies to the grievant and to the designated Nurse Representative.

Step 1: A Registered Nurse or CNA initiates the grievance procedure by completing and delivering a grievance form available through the Human Resources Department to the Registered Nurse's immediate supervisor or Unit Manager in the case of an individual grievance or, in the case of all other grievances, to the Director of Human Resources or designee, within twenty (20) days of the date upon which either the Registered Nurse or CNA first became aware, or reasonably should have first become aware, of the events or circumstances which give rise to the grievance. The grievance must contain the following information:

1. The issue, situation or nature of the grievance.
2. The provisions of this Agreement that the Registered Nurse or CNA assert have been violated.
3. The resolution or remedy sought.
4. An individual grievance must be signed by at least one (1) grievant. Receipt of the consent by fax or e-mail from the grievant within the time for filing, shall constitute signing of the grievance. The ten (10) day time limit below shall commence with this receipt.

A meeting to resolve the grievance shall take place within ten (10) days after the filing of the grievance unless there is a mutually agreed upon written extension of the time frame. The Supervisor, Unit Manager or designee will respond in writing within ten (10) days of the meeting, and such response will be provided to the Director of Human Resources who shall ensure that copies of the decision are provided to CNA, the grievant, and the designated Nurse Representative.

Step 2: If the grievance has not been resolved, the Registered Nurse or CNA may move the grievance to Step 2 by submitting a written statement of appeal to the Step 1 decision to the Chief Human Resources Officer or designee for transmission to the responsible Department Director, or designee, within ten (10) days after receipt of the written response in Step 1. A meeting shall be held to resolve the grievance during the ten (10) day period following receipt of the written statement unless there is a mutually agreed upon written extension.

The Department Director, or designee, will respond in writing within ten (10) days after the meeting, and such response will be provided to the Chief Human Resources Officer

or designee who shall ensure that copies of the decision are provided to CNA, the grievant, and the designated Nurse Representative.

Step 3: If the grievance has not been resolved, the Registered Nurse or CNA may move the grievance to Step 3 by submitting a written statement of appeal to the Step 2 decision to the Chief Human Resources Officer or designee for transmission to the Chief Nursing Officer or designee, within ten (10) days of receipt of the written response in Step 2. A meeting shall be held to resolve the grievance during the ten (10) day period following the receipt of the written statement.

The Chief Nursing Officer or designee will respond in writing within ten (10) days after the meeting unless there is a mutually agreed upon written extension, and such response will be provided to the Director of Human Resources who shall ensure that copies of the decision are provided to CNA, the grievant, and the designated Nurse Representative.

One or more of the above grievance steps may be mutually waived by written agreement of the parties.

- D. **Time Limits.** If a grievance is not filed and processed by the Registered Nurse or CNA in accordance with the time periods specified in Steps 1-3, the grievance shall be considered null and void and shall not be subject to arbitration. Grievances not responded to by either party within the time limits presented herein or as otherwise mutually agreed to as an extension of time, shall be automatically moved to the next step. Provided, however, arbitration must be specifically requested within the time limits of Article 9.

ARTICLE 9

ARBITRATION

- A. Grievances which are not settled pursuant to Article 7 (Grievance Procedure), and which CNA desires to contest further, shall be submitted to arbitration as provided in this Article. Matters excluded from arbitration by other provisions of this Agreement are not subject to arbitration.
- B. Requests for arbitration must be received by PPH within thirty (30) days following receipt of the Step 3 response required under Article 7 (Grievance Procedure).
- C. By mutual agreement, CNA and PPH may select a mediator to try to resolve the grievance before arbitration. The recommendation of the mediator is not binding on either party. A mediator selected by the parties may not serve as an arbitrator for the same grievance. Nothing said or done by the mediator or the parties or anyone else at the mediation may be referred to in any way at the arbitration.
- D. As soon as possible and in any event not later than ten (10) calendar days after PPH receives written notice of CNA's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from the following list of five (5) arbitrators:

Howard Block

Lou Zigman

Michael Rappaport

Sara Adler

Thomas Roberts

by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot.

- E. The fees and expenses of the arbitrator will be borne equally by the parties. Each party shall bear the expense of the presentation of its own case.
- F. The arbitrator's authority will be limited to interpreting the provisions of this Agreement and the arbitrator has no authority to add to, subtract from, or change the Agreement in any way but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the Grievance. The arbitrator's decision will be final and binding upon all parties concerned.
- G. Either PPH or CNA may call any employee as a witness, and PPH agrees to release said witness from work if he or she is on duty subject to patient care and operational needs. If an employee witness is called by PPH, PPH will reimburse the employee for time lost; if called by CNA, CNA will reimburse the employee for time lost.

- H. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or detracting) of the written terms of this Agreement. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the twenty (20) day period specified in Step 1 of the Grievance Procedure set forth in Article 7, except, in cases where the arbitrator determines that the Registered Nurse could not have known of the occurrence of the Grievance, in which case the arbitrator's decision may be retroactive to the time of the occurrence. The arbitrator shall have no power to render an award on any grievance occurring before the effective date, or filed after the termination date of this Agreement, unless otherwise agreed to by the parties.
- I. If the discharge or discipline of an employee results from conduct relating to a patient or prospective patient and the patient or prospective patient does not appear at the arbitration hearing, the arbitrator shall not consider the failure of the patient or prospective patient to appear as prejudicial or as an adverse inference.
- J. If the arbitrator finds that PPH has discharged an employee without cause and orders reinstatement with back pay, the following shall be credited against back pay:
 - 1. All earnings received by the employee in lieu of what the employee would have received as back pay; however, a Registered Nurse at the time of the discharge working at another hospital who continues the same schedule shall not have that amount deducted from any back pay;
 - 2. The amount of any unemployment compensation received by the employee shall be withheld by PPH who shall remit same to the appropriate state authorities to the credit of the employee's account.

The employee shall provide such evidence regarding the aforementioned items as is required by PPH.

- K. Except to determine whether an issue is grievable, the arbitrator may hear and determine only one grievance at a time unless PPH expressly agrees otherwise.

ARTICLE 10

SENIORITY

- A. Seniority for full-time and part-time employees is the length of an employee's continuous service commencing the latter date of hire or rehire as a Registered Nurse at PPH.
- B. "Probationary" employees shall, upon completion of the probationary period, accrue Seniority retroactively from the latter of the date of the employee's hire or rehire as a Registered Nurse.
- C. All Seniority rights acquired under this Agreement shall be terminated by the occurrence of any of the following:

1. Voluntary resignation with a break in service of greater than 180 calendar days;
 2. Retirement with a break in service of greater than 180 calendar days;
 3. Discharge;
 4. Layoff without recall to work for a continuous period of 365 calendar days; or
 5. Failure to report to work from layoff by the start date or fourteen (14) days from notice of recall, whichever is later, unless a reason satisfactory to PPH is given. Notice shall be given in person or by return receipt telegram or certified letter to the employee's last address on record.
- D. A seniority list of Registered Nurses and seniority dates, updated quarterly, shall be posted in the cafeterias and sent to CNA.
- E. Per Diem employees shall only have seniority rights with respect to other Per Diem employees and shall not have seniority rights with respect to regular full-time or part-time employees. However, if a Per Diem employee obtains a regular full or part-time position, the employee's seniority shall be set forth in this paragraph A. The employee shall not however, be entitled to use their seniority to obtain a regular full-time or part-time position, until after they have held their full or part-time position for a period of at least ninety (90) days. This shall not bar a transfer or promotion of the employee where no regular qualified full-time or part-time employee is bidding for the position. In such a case, the employee, if otherwise qualified, will be awarded the open position, but may be held in their current position for the balance of their introductory period (typically ninety (90) days), as staffing needs may require.

ARTICLE 11

PROBATIONARY EMPLOYEES

A probationary employee is one who has been employed less than ninety (90) days. The initial ninety (90) days of employment are a trial period for PPH and the employee. This probationary period is designed to give the employee time to familiarize himself or herself with the organization, co-workers, and the requirements of the job. Supervisors will evaluate the employee's performance, attendance, and nursing judgment during these initial months. At the supervisor's discretion, the probationary period may be extended for another sixty (60) days, and the employee will be informed of the reasons for the extension. A probationary employee may be terminated without just cause and without recourse to the grievance and arbitration procedures.

ARTICLE 12

HOURS OF WORK

- A. Scheduled Hours. Employee status is based on a Registered Nurse's scheduled hours, as follows:
1. Full-time: Regularly scheduled to work at least 72 hours per pay period for 12 hour shifts and 80 hours per pay period for 8 or 10 hour shifts.
 2. Part-time: Group 2-Regularly scheduled to work between 60 and 71.9 hours per pay period.
 3. Part-time: Group 1-Regularly scheduled to work between 36 and 59.9 hours per pay period.
 4. Per Diem: Not regularly scheduled; work on an on-call basis.
 5. Weekend Only Workers: Regularly scheduled to work two consecutive weekend shifts on three of four weekends in a four-week schedule and receive pay for eight shifts.
 6. STAT Registered Nurse: Regularly scheduled employees assigned to the STAT RN Float Pool who possess a minimum of three (3) years of acute care experience.
- B. Every Registered Nurse is hired to work a specific status based on either the number of hours the individual is regularly scheduled to work, or commits to Per Diem availability each four week schedule.
1. The fact that a Registered Nurse works more or less hours than the Registered Nurse has been hired and scheduled to work will not automatically change the Registered Nurse's status.
- C. Straight Time and Overtime.
1. Registered Nurses hired or placed on eight hour or ten hour shifts shall be paid 1 1/2 times their regular rate of pay for all hours worked in excess of (forty) 40 in a workweek. One and one-half times the Registered Nurse's regular rate of pay shall be paid for all hours worked in excess of 13 in a workday.
 2. Registered Nurses on 12-hour shifts shall be paid one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of 36 hours in a workweek. One and one-half times (1 1/2) the Registered Nurse's regular rate of pay shall be paid for all hours worked in excess of 13 in a workday.
 3. A full-time or part-time Registered Nurse who has worked 36 hours during the workweek (in the case of a 12-hour shift Registered Nurse), or worked 40 hours during the workweek (in the case of an 8 or 10 hour shift Registered Nurse), shall

be eligible for supplemental pay in the amount of 1½ times their base rate of pay for all hours worked on shifts in excess of their previously scheduled shifts.

4. Mandatory Excused Absence (MEA) pursuant to Paragraph A. of Article 25 (Call Offs), Voluntary Standby as defined in Paragraph B. 1. of Article 14 (Standby and Callback Pay), mandatory education hours, and a bargaining day as defined in Article 30 (Negotiations Committee), will be counted toward overtime eligibility under this Article for any hours actually worked during the same workweek.
 5. Except as stated in subparagraph C.4 of this Article or Article 30 (Negotiations Committee), only hours actually worked, will be counted toward overtime eligibility under this Article for any hours actually worked during the same workweek. For units where Mandatory Standby is required, Article 14 (Standby and Call Back Pay), hours spent on Mandatory Standby shall not be considered hours worked for overtime purposes. All overtime must be authorized by the Registered Nurse's supervisor or designee prior to the time such work is performed. There shall be no pyramiding of overtime premiums, and hours for which a daily overtime premium is paid shall be credited toward weekly overtime premiums.
 6. Overtime Pay Computation. The time-and-one-half premium payable for hours worked in excess of forty (40) hours in a workweek shall be based on the employee's regular rate of pay as defined in the Fair Labor Standards Act. In all other situations, the time-and-one half premium shall be based on the employee's base straight time rate.
- D. Self-Scheduling. Scheduling of work hours shall be determined by each unit so long as all scheduling requirements are met without the use of overtime, unless pre-approved by the Unit Manager, which shall not be unreasonably withheld.
- E. Posting of Work Schedules. Registered Nurse work schedules and days off must be posted at least 14 days in advance provided the Registered Nurses have completed the schedule. Once posted, changes in the schedule will be made by mutual agreement between the Registered Nurse and PPH.
- F. Mandatory Overtime. There shall be no mandatory overtime except if patient care otherwise would be endangered, for example, during an operation, a community disaster or a life threatening event.
- G. Reporting Pay.
1. If a Registered Nurse reports to work on a scheduled workday but is not needed or is furnished with less than half the usual or scheduled day's hours of work, the Registered Nurse shall be paid for half (1/2) the usual or scheduled day's work time at the base hourly rate, up to a maximum of four hours but not less than two hours, unless the Registered Nurse agrees in writing otherwise. However, a Registered Nurse on Standby who is called in to work shall be paid for the greater of two hours or the actual hours worked, which shall be paid at 1 ½ times the regular rate of pay plus applicable shift differential.

2. Registered Nurses may be assigned to other work for which qualified, within the Registered Nurse's cluster in compliance with Article 24 (Floating), in lieu of their being released from work. Registered Nurses who refuse the alternate assignment shall receive no reporting pay.
 3. Registered Nurses shall be notified of schedule cancellations at least 2 hours before the start of their shifts. Reporting pay is not payable to a Registered Nurse who is advised not to report to work two or more hours prior to the start of a shift. Messages left on an answering machine or pager or sent by fax at the number in the Staffing Office records prior to the time specified in Article 25 (Call Offs) shall constitute notice. A system will be set up to provide documentation for both Registered Nurses and PPH to uphold accountability to the above standard.
- H. Shift Differential. Registered Nurses shall be paid \$2.50 per hour for each hour worked on the P.M. Shift and \$4.00 per hour for each hour worked on the Night Shift. For purposes of this subparagraph, the P.M. Shift is between 3 p.m. and 11 p.m. and the Night Shift is between 11 p.m. and 7 a.m. Shift differentials shall be computed based on ¼ hour increments.
- I. Rest Between Shifts. Consistent with current practice, Registered Nurses shall have at least eight hours off between shifts. This provision shall not apply if mutually waived by the Registered Nurse and the nursing supervisor or designee, or if patient care otherwise would be endangered, for example, during an operation, a community disaster or a life threatening event.
- J. Weekends Off.
1. Full time and Part time II Registered Nurses may be required to work 39 weekend shifts per year that would or may be scheduled as three weekend shifts in a four-week period. Part time I Registered Nurses may be required to work 26 weekend shifts per year that would or may be scheduled as two weekend shifts in a four-week period. Full time, Part time II, and Part time I Registered Nurses may be required to work up to two extra weekend shifts during each consecutive four month period.
 2. The four month periods shall be defined as follows: First period = January-April. Second period = May-August. Third period = September-December.
 3. A weekend starts at 7:00 p.m. on Friday and ends at 7:00 a.m. on Monday. A weekend for the night shift consists of Friday and Saturday night, or Saturday and Sunday night, or Friday and Sunday night, but not a consecutive Friday, Saturday and Sunday.
 4. The weekend work requirements apply to all shifts.
 5. At the option of the Registered Nurses, Registered Nurses and management on each unit shall meet within 90 days of the effective date of this Agreement to identify ways in which the unit can be staffed to enable the Registered Nurses to work fewer weekend shifts.

During the term of this Agreement, the CNA and PPH will endeavor to establish a larger pool of Registered Nurses, including WOW positions, in order to create a basis for a more liberal weekend policy.

K. Consecutive Days. 8-hour Registered Nurses shall not be required to work more than 5 consecutive days. 10-hour Registered Nurses shall not be required to work more than 4 consecutive days. 12-hour Registered Nurses shall not be required to work more than 3 consecutive days. 24-hour Registered Nurses shall not be required to work consecutive 24-hour shifts. However, with supervisory approval, Registered Nurses may self-schedule so that they work more than the specified number of consecutive days so long as this does not result in them working overtime hours. Further, PPH may require Registered Nurses to work more than the specified number of consecutive days if patient care otherwise would be endangered, for example, during an operation, a community disaster or a life threatening event, or if necessary in order to meet State-mandated nurse staffing ratios.

L. Rest and Meal Periods.

1. Registered Nurses shall be allowed one paid 15-minute rest period during the first half of the shift and a second paid 15-minute rest period during the second half of the shift. Rest periods may not be combined with meal periods unless approved by the Nursing Supervisor or designee on a daily basis for each shift.
2. Registered Nurses shall have one 30 minute unpaid meal period during each shift. If a Registered Nurse is required to work or be available to work during the meal period, such meal period shall be paid as time worked and shall be deemed as time worked for the purposes of overtime.

M. Holiday Pay.

1. The following will be considered holidays for the purpose of this Article:

| | | |
|------------------|--|-----------------|
| New Years Day | | President's Day |
| Thanksgiving Day | | Memorial Day |
| Christmas Day | | Labor Day |
| Independence Day | | |

2. The eves of the above holidays will be observed as the official holiday for the 1900-0700 shift and the 2300-0700 shift.
3. Holiday premium will be paid to Registered Nurses who work the observed holiday.
4. Holiday pay of 1 ½ times the Registered Nurse's hourly base rate will be paid for all hours worked on the holiday.
5. Holidays will be scheduled in accordance with Article 18 (Vacation and Holiday Scheduling).

6. For departments that are regularly scheduled to be closed on Saturdays and Sundays, if a holiday falls on a Saturday, it will be observed on the preceding Friday, and, if a holiday falls on a Sunday, it will be observed on the following Monday.

ARTICLE 13

COMPENSATION

- A. General Provisions: Registered Nurses will be compensated in accordance with this Article.
 1. Definitions: Each year, all pay increases described in this Article shall be effective upon the Pay Increase Date. The Pay Increase Dates shall be as follows:
 - a. 2006 Pay Increase Date: The first day of the first payroll period beginning after May 31, 2006.
 - b. 2007 Pay Increase Dates: (excluding STAT and WOW RNs)
 - (1) The first day of the first payroll period beginning after the one-year anniversary of the 2006 increase date – 2%.
 - (2) The first day of the first payroll period beginning after December 1, 2007 – 1.5%.
 - c. 2008 Pay Increase Date: (excluding STAT and WOW RNs)
 - (1) The first day of the first payroll period beginning after the two-year anniversary of the 2006 increase date – 2%.
 - (2) The first day of the first payroll period beginning after December 1, 2008 – 1.5%.
- B. Experience-Based Pay Steps
 1. Each Registered Nurse shall be placed on the appropriate experience-based pay step.
 2. Credit for experience for purposes of placement on the experience-based pay steps shall be determined as follows:
 - a. Each year of experience as a Registered Nurse in a United States acute care setting shall count one for one as a year of experience.
 - b. Each two years of experience as a Registered Nurse in a United States non-acute care setting shall count as one year of experience with a maximum of 5 years of credit for all non-acute care experience.

- c. Each two years of acute care experience as a Registered Nurse outside the United States shall count as one year of experience with a maximum of 5 years of credit for all non-United States acute care experience.
 - d. Each three years of acute care experience as a Licensed Vocational Nurse, Respiratory Therapist or Surgical Technologist in the United States shall count as one year of experience with a maximum of 3 years of credit.
 - e. No credit will be received for experience in a non-acute care setting outside of the United States.
 - f. PPH reserves the right to verify any information regarding experience pursuant to this provision.
3. New hires shall not be hired above the experience rate commensurate with the Registered Nurse's nursing experience.
 4. No Registered Nurse shall receive a reduction in straight time hourly pay as a result of this Agreement.
 5. The experienced-based pay scales effective during this Agreement are attached as Appendix "A".
- C. Per Diem Registered Nurses: Not regularly scheduled and work on an on-call basis.
1. Per Diem I must meet the following requirements:
 - a. Are available to work an average of one shift per four week schedule, and
 - b. Comply with PPH procedure #4183, "Per Diem Employment".
 2. Per Diem II must meet the following requirements:
 - a. Are available to work an average of four shifts per four week schedule
 - b. One of the available shifts in each four week schedule must be a weekend shift
 - c. One available shift each contract year must be a holiday recognized by PPH
 - d. Comply with PPH procedure #4183, "Per Diem Employment".
 3. Per Diem Nurse III must meet the following requirements:
 - a. Are available to work an average of six shifts per four week schedule
 - b. Two available shifts in each four week schedule must be weekend shifts
 - c. Two available shifts each contract year must include
 - i. Either Christmas, Thanksgiving or New Years

- ii. One additional holiday
 - d. Comply with PPH procedure #4183, “ Per Diem Employment”.
- 4. Per Diem IV must meet the following requirements:
 - a. Are available to work an average of eight shifts per four week schedule,
 - b. Three available shifts in each four week schedule must be weekend shifts
 - c. Two available shifts each contract year must include
 - i. Either Christmas, Thanksgiving or New Years
 - ii. One additional holiday
 - d. Comply with PPH procedure #4183, “ Per Diem Employment”.
- 5. Per Diem Registered Nurses do not receive paid benefits and are not eligible to participate in PPH-sponsored employee benefit plans.
- 6. Per Diem Registered Nurses receive applicable shift differentials.
- 7. If a Per Diem Registered Nurse does not meet their minimum availability requirements for 6 pay periods during a 12-month period and there is no position for reclassification, it will be considered a voluntary resignation.
 - a. Any Per diem Registered Nurse who is considered a voluntary resignation shall have access to the Grievance and Arbitration procedures contained in Articles 7 & 8 to determine if the minimum availability requirements have been satisfied and if not, whether the Per Diem Registered Nurse has a compelling reason for not meeting them. All other discipline shall be for just cause and subject to Article 7 & 8.
- 8. Per Diem Nurses shall be compensated as provided in Appendix A.
- 9. Weekend Only Workers (“WOW”): Regularly scheduled to work two consecutive weekend shifts on three of four weekends in a four week schedule and receive pay for eight shifts.
 - 1. Weekend and holiday work requirements on each shift and unit shall remain the same unless the affected Registered Nurses and the Unit Manager mutually agree to change them.
 - 2. Are eligible for benefits at the Part Time I.
 - 3. Receive applicable shift differentials.
 - 4. Comply with PPH procedure “Weekend Only Workers”.
 - 5. Will be compensated at \$34.50.

6. The first pay period in December 2007 each WOW Registered Nurse will receive a bonus of 1.5% of their annual base pay.

D. Specialty Trained Available Team (STAT).

1. Are defined in Article 12. "Hours of Work", paragraph A.6
2. Receive applicable shift differentials
3. Are eligible for call in pay
4. STAT I
 - a. Are available to work an average of six shifts per four week scheduled
 - b. Two available shifts in each four week schedule must be weekend shifts
 - c. One of the available shifts each contract year must include a holiday shift
 - d. Comply with PPH procedure #8795, "Stat RN".
5. STAT II
 - a. Are available to work an average of eight shifts per four week schedule,
 - b. Two of the available shifts in each four week schedule must be weekend shifts
 - c. One of the available shifts each contract year must include a holiday shift.
 - d. Comply with PPH procedure #8795, Stat RN".
6. STAT III
 - a. Are available to work an average of ten shifts per four week schedule,
 - b. Four of the available shifts in each four week schedule must be weekend shifts
 - c. Two available shifts each contract year must include
 - i. Either Christmas, Thanksgiving or New Years
 - ii. One additional holiday
 - d. Comply with PPH procedure #8795, "Stat RN".
7. STAT IV
 - a. Are available to work an average of twelve shifts per four week schedule
 - b. Four available shifts in each four week schedule must be weekend shifts
 - c. Two available shifts each contract year must include

- i. Either Christmas, Thanksgiving or New Years
 - ii. One additional holiday
 - d. Comply with PPH procedure #8795, "Stat RN".
8. STAT Nurses will be compensated as follows:

| 3 – 5 Years of Experience | 6 – 9 Years of Experience | 10 – 16 Years of Experience | 17 + Years of Experience |
|---------------------------|---------------------------|-----------------------------|--------------------------|
| \$39.00 | \$41.00 | \$43.00 | \$45.00 |

- a. The first pay period in December 2007 each STAT Registered Nurse will receive a bonus of 1.5% of their annual base pay.

ARTICLE 14

RELIEF CHARGE AND PRECEPTOR

- C. Relief Charge Pay. A Registered Nurse who is assigned to be in charge or who is performing the duties of a Charge Nurse shall receive additional compensation of \$2.00 per hour for all hours worked in the Relief Charge Role above his/her base hourly wage rate.
- D. Preceptor Pay. A Registered Nurse who is assigned to perform as a preceptor shall receive additional compensation of \$2.00 per hour for all hours worked in the Preceptor Role above his/her base hourly wage rate.
- E. Relief Charge Nurse and Preceptor selections and competencies shall be followed according to PPH procedure. The CNA Professional Practice Committee will review this procedure annually.

ARTICLE 15

STANDBY AND CALL BACK PAY

- C. Standby Pay and Call Back Pay When on Mandatory Standby.
 - 1. Registered Nurses who are on standby will be paid \$6.00 per hour for hours they are on standby.
 - 2. Registered Nurses on standby on a paid holiday will be paid \$6.00 per hour when on standby.
 - 3. There shall be no mandatory standby except in the Perioperative Services (OR, CVOR, PACU and Out Patient Services) and Cardiac Cath. Lab as currently practiced).
 - 4. If called to work when on standby, a Registered Nurse shall be compensated at 1 1/2 times the straight time rate plus applicable shift differential. Call back pay

starts when the Registered Nurse clocks in, at which time standby pay ends. At the conclusion of call back, standby pay will resume for the remaining hours of standby, if any.

5. Registered Nurses called to work when on standby shall be compensated for at least 2 hours.

D. Call Back Pay When on Voluntary Standby.

1. A Registered Nurse who is scheduled to work and is called off before arrival at the facility two hours or more prior to the scheduled start time, at the Registered Nurses' option, may be placed on Voluntary Standby for up to the lesser of the number of hours previously scheduled or eight hours. If the Registered Nurse declines to be placed on Voluntary Standby, PPH will determine whether to call off the Registered Nurse or require the Registered Nurse to work. A Registered Nurse on Voluntary Standby shall be paid \$ 6.00 per hour.
2. If called to work when on Voluntary Standby, a Registered Nurse shall be compensated at 1 ½ times the straight time rate of pay plus applicable shift differential and shall be compensated for at least 2 hours. Call back starts when the Registered Nurse clocks in, at which time standby ends.

E. Call In When Not on Standby.

1. If a Registered Nurse is called in to work on a regularly scheduled day off, and the Registered Nurse agrees to come in, the Registered Nurse shall receive 1 1/2 times the straight time rate plus applicable shift differential and a minimum of four hours will be paid. Call in pay shall start when the Registered Nurse clocks in. Except for straight time 12 hour Registered Nurses that have completed 36 hours of work, the overtime pay provisions in Article 11 (Hours of Work), shall apply.
2. Where call back under this section results in overtime, it will be paid accordingly, providing that this does not result in pyramiding.

F. Early Call-In. Registered Nurses who are called in and agree to work prior to the start of their assigned shifts shall be paid:

1. Day shift: A Day Shift Registered Nurse will receive night shift differential for all hours worked on the night shift. When the day shift begins, the day shift rate will apply.
2. P.M. shift: A P.M. Shift Registered Nurse will receive P.M. shift differential for all hours worked on the P.M. shift.
3. Night shift: A night Shift Registered Nurse will receive P.M. shift differential for all hours worked on the P.M. shift and Night shift differential for all hours worked on the Night Shift.

ARTICLE 16

PENSION

1. Registered Nurses shall participate in the PPH-sponsored 401(a) money purchase pension plan based on the same eligibility criteria as other PPH employees. Effective July 1, 2006 401(a) will increase to 6.5% for employees with 15 years of service
2. Effective July 1, 2006, Registered Nurses may participate in the PPH 457 deferred compensation plan, based on the same eligibility criteria as other PPH employees, in accordance with the terms of the Plan Documents:
 - 1-9 years of service \$.50 match of employee contribution up to 2% of base salary.
 - 10-15 years of service \$1.00 for \$1.00 match of employee contribution up to 2% of base salary
 - 16+ years of service \$1.50 for each \$1.00 of employee's contribution of up to 2% of base salary

ARTICLE 17

INSURANCE BENEFITS

- C. Registered Nurses shall participate in the following PPH-sponsored insurance benefits based on the same eligibility criteria as other PPH employees in accordance with the terms of the plan documents: medical, dental, vision, long term disability, short term disability, supplemental life/AD&D, spouse life/AD&D, child life, retiree health, and voluntary benefits.
- D. Plan benefits will be comparable for the life of the Agreement to the benefits in effect in plan year 2006. The employee's share of premiums will not increase more than five (5%) percent annually for the life of the contract.

ARTICLE 18

PERSONAL TIME OFF

- A. General. Pursuant to PPH Procedure # 0635, Personal Time Off ("PTO") is a combined program for holiday, illness and personal business providing greater flexibility in utilization and compensation for earned time off.

B. Accrual.

1. Regular full time and part time Registered Nurses begin accruing PTO beginning the pay period in which they complete three months of employment. Per diem, casual, registry, travelers, and temporary Registered Nurses are not eligible to accrue or receive PTO benefits.
2. PTO is accrued each pay period based upon the number of PTO eligible hours worked as defined in PPH Procedure #0635 during the pay period multiplied by the applicable accrual rate.
3. The annual accrual rates for full-time non-exempt Registered Nurses and the maximum PTO benefit for Registered Nurses are summarized in Chart A. Part time Registered Nurses accrue at a pro-rata rate.

CHART A

| | ACCRUAL RATE | ANNUAL PTO ACCRUAL (FULL-TIME) | MAXIMUM PTO BENEFIT (FULL-TIME) |
|---|--------------|-----------------------------------|---------------------------------------|
| Non-Exempt | | | |
| 0 – 5 yr. | .1053 | 219.0 | 355 |
| 5 – 10 yr. | .1257 | 261.5 | 437.5 |
| 10 + yr. | .1462 | 304.0 | 520 |
| Non-Exempt, 12-hr Shift (RN Prior to 6/27/94) | | | |
| 0 – 5 yr. | .1131 | 211.70 | 343 |
| 5 – 10 yr. | .1337 | 250.30 | 417.5 |
| 10 + yr. | .1543 | 288.80 | 492 |

4. The accrual rate for exempt employees is .1053 hours of PTO per eligible hour worked in their first year of employment, increasing by .0041 per year, and reaching a maximum of .1462 hours per eligible hour worked at ten years of employment. Refer to PPH Procedure # 0635 for a detailed accrual schedule.

C. Use of PTO

1. The manner in which PTO is to be used is described in PPH Procedure # 0635. Generally, a planned absence of five days or more requires a minimum of 30 days advance notice. For planned absences of less than five days, 14 days advance notice is required. Approval of scheduled PTO is contingent on the needs of the department or unit.
5. PTO benefits may be coordinated with SDI and workers' compensation benefits.
6. Accrued but unused PTO is paid at termination. Registered Nurses hired prior to January 1, 1986 who resign with an LTB (long term bank) balance will receive payment in accordance with PPH Procedure # 0635.
7. Registered Nurses will be notified of impending PTO accrual cap each pay period when the employee is within 40 (forty) hours of their maximum accrual balance.

ARTICLE 19

VACATION AND HOLIDAY SCHEDULING

- C. Requests for approval of vacation time will be submitted at least thirty (30) days prior to the beginning of the schedule in which the vacation will begin. Less notice may be given upon mutual agreement between the Registered Nurse and the Manager.
- D. PPH shall continue to utilize the procedures in place on each unit regarding vacation scheduling and holiday scheduling. The Registered Nurses and the Manager of a particular unit may agree to change the procedures on that unit if a majority of the Registered Nurses on that unit vote to change the procedure. The Manager may not unreasonably withhold approval of the change in procedures. The applicable procedure shall be posted on each unit.
- E. Unless the Registered Nurses agree to a change on the unit and the unit Manager, no more Registered Nurses may take vacation at the same time than is currently permitted on the unit. Exceptions may be granted providing there is sufficient staffing to meet required staffing and patient care needs and upon mutual agreement between the Registered Nurse and the Manager.
- F. Provided that staffing and patient care needs are met, requests for vacation will not be unreasonably denied.
- G. Once granted, vacations cannot be changed without mutual agreement between the Registered Nurse and the Manager except in the case of a disaster.

ARTICLE 20

BEREAVEMENT PAY

- C. Purpose. To describe paid time off benefits that may be taken in connection with a death in the immediate family.
- D. Definitions. Immediate family: For the purposes of this procedure, immediate family includes wife, husband, child (including adopted child or minor ward of employee-guardian, stepchild, or grandchild), mother, father, mother-in-law, father-in-law, brother, sister, stepmother, stepfather, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, or California State registered domestic partner.
- E. Eligibility. Regular full-time and part-time employees
- F. Procedure. In the unfortunate event of a death in the immediate family, up to three working days of paid time off, not to exceed 18 paid hours for 6 hour shift employees, 24 paid hours for 8 hour shift employees, 30 paid hours for 10 hour shift employees and 36 paid hours for 12 and 24 hour shift employees per event, shall be granted at the employee's base rate of pay upon request of the employee.

Mutual agreement for unpaid extension of bereavement leave shall not be unreasonably withheld. PTO may be used for extension of bereavement leave.

ARTICLE 21

JURY DUTY

- C. Purpose. To maintain a consistent standard for payment of jury duty benefits.
- D. Eligibility. Regular full-time and part-time employees.
- E. Standards of Practice. Any regular full-time or part-time employee who receives a notification to serve on a jury panel must notify her/his department manager/supervisor immediately upon receipt of summons. The employee will receive her/his base hourly rate for those hours of required absence to a maximum of fifteen (15) consecutive scheduled days for eight (8) hour shift employees, twelve (12) for ten (10) hours shift employees, nine (9) for twelve (12) hour shift employees and six (6) for twenty-four (24) hour shift employees per year. All PTO benefits for which the employee is eligible will continue to accrue while on jury duty leave.
- F. Steps of Procedure.
 1. An employee who is called for jury duty will receive her/his base number of hours for their regularly scheduled shift.
 2. The employee must notify the department manager or supervisor within the twenty-four (24) hour period after notice to report is received.
 3. Specific statutory exemptions from jury duty are not allowed under California law.
 4. The only general exemption relates to individuals for whom jury duty would constitute an “undue hardship.”

The employee should direct requests for examination or postponement of jury duty to the Jury Commissioner’s Office. If a manager requests that the employee attempt to postpone their initial date for jury duty to a later date due to a business necessity, and the employee refuses, the employee will forfeit their rights to jury duty pay.
 5. Compensation received from the Court by the employee for each day of service will not be deducted from the employee’s paycheck. The employee must request time and attendance verification from the Court and submit to her/his manager/supervisor during the pay period in which jury duty hours are being paid.
 6. Wage payments will not be made for jury duty on any day on which an employee was not or would not have been scheduled to work. Wage payments are made at

straight time for hours normally scheduled in which the employee did not work and are coded in the employee's time card as jury duty hours (pay type 7).

7. If an employee is excused for a day or a portion of a day on jury duty and could report to work to complete at least ½ of her/his shift, s/he will advise the manager/supervisor or the scheduling office by telephone. If requested to do so, the employee will return to complete her/his shift on their base unit. The manager/supervisor will have the option of offering PTO hours to the employee if the employee requests those hours off and the supervisor determines that there is adequate coverage. If the employee is excused from jury duty and cannot meet the ½ shift return-to-work requirement and/or the manager/supervisor cancels the employee from returning to work, the employee will be paid at straight time for what would have been the remaining scheduled hours.

If the manager/supervisor schedules a replacement for the employee prior to confirmation that the employee will be called for jury duty, the manager/supervisor will attempt to reschedule the employee during the pay period to make up the lost hours or will offer payment of PTO for that day to the extent available.

8. The manager/supervisor will take reasonable action in scheduling changes to accommodate employees on jury duty and/or to adjust the schedule if necessary to provide them their normally-scheduled shifts within a pay period if the person is cancelled from jury duty during that pay period.
9. Days spent on jury service for which the employee receives jury duty pay from PPH under this article will count as regularly scheduled working days.
10. Night shift employees will be excused from their shift on the night preceding scheduled jury duty. In this case, the employee will be paid jury duty at straight time for this cancelled shift if another shift is not reassigned during the given week.

ARTICLE 22

LEAVES OF ABSENCE

- C. Association Leave. If a part-time or full-time Registered Nurse is elected or appointed to a position by CNA, PPH will grant up to 3 such individuals not from the same unit a maximum of 3 months each for Association leave. A Registered Nurse on Association Leave may not work at PPH.
- D. Other Leaves. PPH shall make the following types of leaves of absence available to eligible Registered Nurses who make timely application:
 1. Family Medical Leave (PPH Procedure #1416);
 2. Military (PPH Procedure #1631);

3. Pregnancy Disability (PPH Procedure #2050);
4. Personal (PPH Procedure #4185);
5. Non Work-Related Medical (PPH Procedure #4184); and
6. Work-Related Injury or Illness (PPH Procedure #4438)

Such leaves will be granted and administered in accordance with applicable state and/or federal laws and PPH Procedures. These leaves shall be in addition to Article 21 (Jury Duty) and Article 20 (Bereavement Pay).

ARTICLE 23

EDUCATIONAL PROGRAMS

- C. Education Leave. PPH will consider requests for Education Leave with pay for regular full-time and non-probationary, part-time benefited Registered Nurses. The Registered Nurse shall apply in writing for paid Education Leave at least thirty (30) calendar days before the leave is to be taken. PPH shall respond to Education Leave requests within fifteen (15) days of the request. When approval is received, the Registered Nurse will be eligible to utilize Education Leave with pay, not to exceed a total of twenty-four (24) hours straight time per calendar year (non-cumulative) for Registered Nurses regularly scheduled to work 72 hours or more per pay period, sixteen (16) hours straight time per calendar year (non-cumulative) for Registered Nurses regularly scheduled to work between 60 and 71.9 hours per pay period, and eight (8) hours for Registered Nurses regularly scheduled to work between 36 and 59.9 hours per pay period. The granting of all requests for Education Leave with pay rests solely with PPH and will be predicated on such factors as course or program eligibility, patient care considerations and scheduling concerns. Approval of Education Leaves shall not be unreasonably withheld. Education Leave must be utilized in increments of four (4) or more hours. Registered Nurses may use Education Leave for non-mandatory classes for certification or renewals. A Registered Nurse must provide PPH with proof of completion of the course or program and receipt of a grade of C or above, except if the course or program is either not graded or taken on a pass/fail basis. A Registered Nurse who fails to do so shall repay PPH for the amount of pay received during the Education Leave.
- D. Tuition Reimbursement (PPH Procedure #0019 - dated 2/14/02). PPH shall reimburse eligible Registered Nurses for the cost, in full or in part, of tuition, registration and academic fees, and textbooks for approved qualified courses pursuant to PPH Procedure # 0019 (dated 2/14 /02) as follows:
 1. Reimbursement is limited to expenses paid by the Registered Nurse for tuition, registration and academic fees, and books required for approved credit course(s), and in the case of college coursework requires that the employee earn a grade of C or higher for undergraduate or B or higher for graduate work.

2. Registered Nurses regularly scheduled to work between 60 and 80 hours per two-week pay period shall be eligible to receive up to a maximum of \$1,500 per fiscal year.
3. Registered Nurses regularly scheduled to work between 48 and 59 hours per two-week pay period shall be eligible to receive up to a maximum of \$900 per fiscal year.
4. Registered Nurses regularly scheduled to work between 32 and 47 hours per two-week pay period shall be eligible to receive up to a maximum of \$600 per fiscal year.
5. The rate of reimbursement is determined at the time of application; however, the Registered Nurse must remain in an eligible status throughout the term of the course.

E. Tuition Assistance.

1. Eligibility: All Registered Nurses regularly scheduled to work at least thirty-two (32) hours per two-week pay period who have been continuously employed by PPH for at least one year are eligible to participate in the tuition assistance program. Registered Nurses on a leave of absence, per diem, casual and temporary employees are not eligible.
2. Qualified Courses: To qualify for tuition assistance a course(s) must meet the following criteria:
 - a. Credit course applicable towards a college (including but not limited to bachelors or graduate) degree related to the employees current job or to PPH position to which promotion is possible.
 - b. For a degree program, the curriculum must be submitted to and recommended by the Registered Nurse's Department Director and approved by the Director of Education before enrollment.
 - c. Offered by a regionally accredited school, college or university.
 - d. Must be scheduled according to staffing requirements, however, PPH shall make reasonable efforts to accommodate requests.
 - e. Not be otherwise reimbursed or paid by a scholarship, other financial grant, GI benefits, etc. If the Registered Nurse receives partial payment from another source, PPH tuition reimbursement will be reduced by this amount.
 - f. Approved as indicated above before course(s) begin.
 - g. Completed with a satisfactory grade of C or better for undergraduate work, B or better for graduate courses

3. Application.
 - a. Application forms are available from the Human Resources Department and the Education Department.
 - b. Applications must be reviewed and approved by the Registered Nurse's Department Director and the Director of Education.
 - c. Applications will be considered on a first-come, first-serve basis. Overall approval will be limited to budgetary limits for the fiscal year. The applicable fiscal year for an application will be the one in which the course has its initial session.

4. Job Performance/Employment Status During Courses of Study.
 - a. Tuition assistance is conditioned upon the employee's continued satisfactory performance of her/his job at PPH. If the Registered Nurses job performance drops to unsatisfactory levels, the application for tuition assistance may be voided and the Registered Nurse may be ineligible for reimbursement, at the discretion of the Director of Education in consultation with the Department Director.
 - b. A leave of absence or termination of employment effective before conclusion of course(s) in progress shall automatically void the application for tuition assistance and render the Registered Nurse or former Registered Nurse ineligible for reimbursement.

5. Mandatory Classes/Meetings.
 - a. If a Registered Nurse is required by PPH to attend a particular educational or training program, session, in-service, class or other meeting, the Registered Nurse shall be paid at his/her usual wage rate and this time shall be counted as time worked. PPH shall pay for 100% of costs associated with all mandatory classes required by PPH, excluding Continuing Education units required for licensure per section A. of this Article and National Certifications per Section 6. a. of this Article. A Registered Nurse shall receive a minimum of two (2) hours pay for attendance of mandatory classes or meetings if called in on the Registered Nurse's day off.
 - b. Time for such classes shall not be charged against a Registered Nurse's educational leave.
 - c. Registered Nurses shall be paid travel time and expenses for mandatory classes outside the area that are not offered at PPH in accordance with PPH Request For Reimbursement Of Mileage and Parking Expenses form.

6. Specialty Certifications and Advanced Life Support Certification.
- a. National Certifications: A Registered Nurse who (a) originally acquired a national certification in her/his area of specialty within the three (3) year period prior to the commencement of this Agreement or (b) originally acquires a national certification in her/his areas of specialty within the term of this Agreement shall receive \$500 for each such national certification. A Registered Nurse who obtains a re-certification of a national certification in her/his area of specialty during the term of this Agreement shall receive \$250 for each such re-certification. To receive these amounts, the Registered Nurse promptly must submit proof of the existing certification, or submit proof of a new certification or subsequent re-certification within 90 days of receipt.
 - b. Advanced Life Support (ALS) Certification: A Registered Nurse working in the NICU who acquires ALS certification shall receive additional compensation of 5 % above the Registered Nurse's regular salary. The Registered Nurse shall continue to be compensated at this increased salary rate as long as she or he maintains the certification and continues to work in the specialty area for which she or he has attained certification. On the first day of the pay period beginning after the date upon which the Registered Nurse presents proof of certification the Registered Nurse's increased compensation shall be effective.
 - c. PPH shall pay 100% of the costs associated with taking exams for specialty training/certifications if required by the position.

ARTICLE 24

JOB POSTINGS, TRANSFERS AND PROMOTIONS

- C. Posting of Positions; Vacancies shall be posted online on the PPH Intranet for five (5) calendar days prior to filling the position. PPH may temporarily fill vacancies during the five (5) day posting period.
 - 1. Employees will be given access to a PPH computer for the purpose of responding to a posting.
 - 2. Positions will be filled as posted.
- D. Transfer Requests. Registered Nurses who want to be considered for transfer or promotional opportunities must complete the online application process within the time limits posted.
 - 1. During a Registered Nurse's absence, another employee may file a transfer request online for the absent Registered Nurse for a posted position. Provided, however, the absent Registered Nurse must be available to fill the position within a reasonable period of time from the date the position is awarded.

E. Eligibility. In order for an employee to be transferred or promoted within the same unit or to another unit, the employee must:

1. Qualify for the position on the basis of education and experience.
 - a. Qualified for this Article means the necessary skills, education, ability, certification, or credentialing needed to perform the duties of the position.
2. Have completed the probationary period in their current position or have established experience and competencies in a substantially similar position at PPH.
 - a. Approval to waive this requirement may be obtained from the appropriate Administrative and/or Management person.
3. A Registered Nurse may have up to four months to show that she/he can perform the duties of the position.
 - a. During the four-month period, PPH will make reasonable efforts to ensure that the Registered Nurse is properly oriented to the required competencies.
 - b. During the qualifying period, if PPH or the Registered Nurse decides to cease orientation to the new position, PPH will use its best efforts to return the Registered Nurse to the Registered Nurse's former position, shift and unit if available
 - c. If a position is not available on the unit or shift of origin, the Registered Nurse will have thirty (30) days to accept a posted position.

D. Awarding Position.

1. Registered Nurses who work on the unit or equivalent unit in another PPH facility, if any, shall be given preference to fill such vacancies by seniority over other PPH Registered Nurses.
2. If a vacancy is not filled as provided in D.1 above, Registered Nurses in the clinical area shall be selected by PPH based on the qualifications defined in C above, and if two or more Registered Nurses are relatively equally qualified as defined in C above, then seniority shall prevail.
3. If a vacancy is not filled as provided in D.1 or D.2, above, Registered Nurses outside the clinical area, including those outside of the bargaining unit, shall be selected by PPH based on the qualifications defined in C above, and if two or more Registered Nurses are relatively equally qualified as defined in C above, then seniority shall prevail.
4. Registered Nurses who submit bids after the five (5) calendar days provided for in A. above shall have no preference over outside applicants.
5. The term "seniority" in this Article shall be as defined in Article 10 (Seniority).

6. If there is no qualified applicant, the position may be filled on a temporary basis. The position will remain posted during the temporary assignment. If at any time there is a qualified applicant for the posted position, the temporary assignment will be terminated and the applicant awarded the position.

E. Unfilled Positions. If the vacancy is not filled as provided above, PPH may fill the position with outside applicants, except that if there are Registered Nurses on the Recall List, they shall have preference over outside applicants.

1. Transfer for Other Reasons.

1. PPH reserves the right to transfer a Registered Nurse for lack of competence, failure to meet job requirements, just cause discipline or non-licensure.
2. By mutual agreement between PPH and the Registered Nurse, PPH may temporarily transfer a Registered Nurse who possesses special skills or abilities to another area of patient care provided PPH has posted such position and such transfer does not exceed 45 days and may be extended with mutual agreement. Registered Nurses who agree to temporarily transfer shall be paid \$5 per hour for the length of the transfer.

ARTICLE 25

FLOATING

- A. Registered Nurses shall float in the following order:
1. Volunteers
 2. Travelers
 3. PPH will make its best efforts to float Registry (If core staff are replaced by registry and therefore required to float out of the unit, an additional \$5.00 per hour shall be paid to a Registered Nurse who floats.)
 4. Per Diems
 5. Weekend Only Workers
 6. Regular Full and Part time
- F. Floating of Registered Nurses shall be in compliance with all federal and state laws and regulations, including Title XXII of the California Administrative Code. All Registered Nurses must complete a competency validation specific to the patients they are assigned. Prior to the completion of the competency standards for a patient care unit, patient care assignments shall be subject to the following restrictions:
1. Assignments shall include only those duties and responsibilities for which competency has been validated.
 2. Registered Nurses shall not be assigned total responsibility for patient care, including the duties and responsibilities described in subsection 70215(a) and 70217(h)(3), until all standards of competency for the unit have been validated.
 3. Registered Nurses will not be floated until they complete their clinical orientation.
 4. No new graduate Registered Nurse will be required to float for a period of six months from the date of employment.
- G. The following floating clusters will apply:
1. Palomar
 - a. Birth Center: Post Partum, Couplet Care, L&D, Nursery
 - b. NICU: Peds, Nursery, Newborn of Couplet
 - c. Peds: NICU, Newborn of Couplet
 - d. Peri-Operative: Out Patient Holding, Endoscopy
 - e. PACU: IR Recovery, Post-Op Discharge, CCU to recover patients
 - f. Acute Care: Towers 2, 5, 7, 8 and Acute Rehab
 - g. CCU, Tele, IMC
 - h. ED, Observation Unit, Express Admissions Unit

2. Pomerado
 - a. Birth Center: Post Partum, Couplet Care, L&D, NICU (for back-up)
 - b. NICU: Post Partum, Couplet Care
 - c. Peri-Operative: Endoscopy, Out Patient Holding
 - d. PACU: Outpatient Holding IR Recovery, ICU to Recovery, Post-op Discharge, Endoscopy
 - e. Acute Care: Med/Surg, Tele, Behavioral Med Unit
 - f. ED, Observation Unit, Express Admissions Unit
 - g. ICU, IMC
3. Escondido Surgery Center
 - a. PACU, Admit, Endoscopy
4. Floating Within a Cluster
 - a. The floating order for Regular Full-time and Part-time Registered Nurses within a cluster will be made on a rotational basis including overtime shifts. Each Registered Nurse is responsible for recording their float shift and date on the unit based master float list. A Registered Nurse may be required to float within the Registered Nurse's cluster. Volunteers for floating will be allowed. The order of rotation for Registered Nurses including overtime shifts, on each unit shall continue unless a majority of Registered Nurses on the unit with the approval of the unit manager, vote to change the rotation. Any proposed change in the order of rotation shall provide for the level of safe staffing determined by the manager. The unit manager may not unreasonably withhold approval of a proposed change in the order of rotation. The order of floating rotation for Registered Nurses shall be posted in the unit.
 - b. Continuity of patient care, continuity of patient care assignments, and the Registered Nurse's individual learning needs will be considered in connection with floating decisions.
 - c. No Regular Full-time or Part-time Registered Nurse will be required to float more than once a week except as may be required to permit PPH to comply with applicable staffing standards.
5. Regular Full-time and Part-time Registered Nurses with 18 years or more of continuous service at PPH as a Registered Nurse shall not be required to float.
6. There shall be no double floating. If the Registered Nurse who floated at the beginning of the shift has an assignment which ends before the shift does, and that Registered Nurse is needed in another unit, the Registered Nurse may return to their base unit and another Registered Nurse from that unit would float unless the two Registered Nurses agree otherwise.

7. Floating between PPH facilities:
 - a. Registered Nurses shall not be required to float between hospitals.
 - b. Registered Nurses who volunteer to float between hospitals shall receive a \$5.00 per hour float differential.
8. Registered Nurses possessing the required competencies may be required to float to another cluster if patient care otherwise would be endangered, for example, during an operation, a community disaster or a life threatening event. Registered Nurses possessing the required competencies also may be required to float to another cluster if they previously have established competency by voluntarily floating to the cluster, through prior work experience in the cluster, or through work as a STAT Registered Nurse. Nothing herein shall prohibit a Registered Nurse from volunteering to float to other units, clusters, services or facilities. Registered Nurses who float outside of their cluster shall receive a \$5.00 per hour float differential.
9. PPH has established a Registered Nurse Float Pool (STAT Registered Nurse) in accordance with the PPH Procedure entitled “Specialty Trained Available Team (STAT) RN”. The Float Pool may be staffed with (a) Registered Nurses who are assigned only to the Float Pool and (b) Registered Nurses who, in addition to other assignments, also are assigned to the Float Pool. Neither the restrictions on floating nor the float premiums contained in this Agreement shall apply to Registered Nurses assigned to the Float Pool. As STAT Registered Nurses are not regularly assigned to a unit, they are not subject to this Article on Floating.

ARTICLE 26

CALL OFFS

- A. A call off (Mandatory Excused Absence—MEA) is defined as a temporary workforce reduction anticipated to last fourteen days or less.
- B. Full time and part time Registered Nurses shall not be called off more than two shifts per pay period.
- C. A Registered Nurse who is called off less than two hours before the commencement of the scheduled shift is not required to stand by or come in later in the shift and shall be compensated in accordance with the provisions defined under Article 11.F (Hours of Work, Reporting Pay).
- D. Registered Nurses who are called off or who volunteer for call off at PPH’s request and who choose not to use PTO shall have called off hours treated as hours worked for the purposes of PTO accrual.
- E. The order of call off shall be:

1. Registry
 2. Premium Pay
 3. Volunteers
 4. Traveler/Temporary
 5. Per Diem
 6. Weekend Only Workers
 7. Regular part time and full time, STAT Registered Nurses, and travelers
- F. Call-offs shall be done on a rotational basis for full time and part time employees by unit and shift. Registered Nurses in the categories listed in E.1 through 5 who are called off shall be replaced by available STAT Registered Nurses prior to Registered Nurses in the categories listed in E. 6 being called off. STAT Registered Nurses are subject to call off on a rotational basis along with the other regular part time and full time Registered Nurses by unit and shift.
- G. The order of call-off may be altered to retain a Registered Nurse whose skills and competencies are required for safe patient care.

ARTICLE 27

LAYOFFS AND RECALL

- A. Indefinite Layoff When a layoff of indefinite duration that is expected to exceed thirty (30) calendar days becomes necessary, the order of layoff shall be:
1. Registry
 2. Volunteers
 3. Travelers. PPH shall not sign or renew such contracts with Travelers without first offering such positions to Registered Nurses on the recall list.
 4. Probationary
 5. Per Diem
 6. Full-time, Part-time, including STAT and WOW Registered Nurses
- Layoffs shall be by unit and shift and the unit Registered Nurses shall re-bid by seniority for any open positions. For purposes of this Article only, STAT Registered Nurses shall be assigned to the unit in which he/she has worked the most hours in the preceding year.
- B. If a Registered Nurse is laid off as provided in A above, then the following shall apply:
1. The Registered Nurse may displace the least senior Registered Nurse in the Registered Nurses' cluster in the same facility, provided the Registered Nurse is

qualified and willing to accept the shift and hour commitment of the Registered Nurse being displaced.

2. If no such position exists as in B.1, the Registered Nurse may displace the least senior Registered Nurse in the equivalent of the Registered Nurse's cluster in another PPH facility, provided the Registered Nurse is qualified and willing to accept the shift and hour commitment of the Registered Nurse being displaced.
3. Qualifications in this Article shall be defined as in Article 23 (Job Postings, Transfers and Promotions, Section B).

C. Notification.

1. Absent an emergency, act of God, civil disturbance, or similar acts beyond the control of PPH, PPH shall notify CNA of a layoff at least 30 days in advance. Upon request by CNA, PPH shall meet to discuss the effects of the layoff.
2. Absent an emergency, act of God, civil disturbance, or similar acts beyond the control of PPH, a Registered Nurse shall be given 14 days notice of layoff or pay in lieu of notice for all hours which the Registered Nurse would have been regularly scheduled.

D. Recall.

1. Laid off Registered Nurses shall be recalled in the reverse order of layoff.
2. Laid off Registered Nurses shall remain on the recall list for up to 365 calendar days.
3. A Registered Nurse who accepts a temporary position shall remain on the recall list while in the temporary position.
4. Failure to report address or telephone changes in writing to Human Resources will result in a loss of a Registered Nurse's recall rights.
5. Failure to comply with Article 9 (Seniority, paragraph C5) will result in loss of a Registered Nurse's recall right.

E. Severance.

1. Where PPH reasonably anticipates that the layoff will be of 30 days duration or longer, laid off regular full-time and part-time Registered Nurses shall receive severance pay according to the following:

| <u>Length of Service</u> | <u>Severance</u> |
|--------------------------|------------------|
| Less than 2 years | 1 week |
| Completion of 2 years | 2 weeks |
| Completion of 5 years | 3 weeks |
| Completion of 10 years | 10 weeks |

2. Severance is calculated as weeks of pay for regularly scheduled work at the Registered Nurse's most recent base salary level but does not include overtime or any other non-salary payments. Registered Nurses on alternate compensation shall use their base rate, not the alternate compensation rate.
3. To receive severance pay, the Registered Nurse must sign a general release prepared by PPH waiving all claims against PPH.

ARTICLE 28

ASSOCIATION ACCESS

PPH shall allow up to two (2) duly authorized Association representatives to visit PPH to ascertain whether or not this Agreement is being observed and to assist in adjusting grievances, subject to the following: (1) The representative shall give the Human Resources Director or designee at least one weekday's notice and also advise the Human Resources Director or designee of the time and date upon which access is being requested and such access is conditioned upon approval which shall be granted absent extraordinary situations, when the procedure of this Article has been consistently followed; (2) upon entering PPH, the representative shall notify the Human Resources Director or designee; and (3) the representative shall not interfere with the employees' duties, the operations of PPH, or meet with any Registered Nurses during the Registered Nurses' working time or in working or patient areas.

ARTICLE 29

ASSOCIATION BULLETIN BOARDS

The Association shall have a bulletin board in mutually agreed upon locations in each unit in which there is a bargaining unit member for posting of official Association business, but not Association campaign materials. No material shall be posted on any bulletin board until approved for posting and initialed by the Human Resources Director or her/his designee. Such approval shall not be unreasonably denied. Such posted material shall bear the date and identity of the Association. Posted material shall not be controversial, misleading, contain any deliberate misstatements, or violate any Federal, State or County laws. In addition, the Association may not post any notice which:

- A. Involves a politician, political candidate, or political issue.
- B. Disparages or demeans PPH, its affiliates or related entities, or any individual.

ARTICLE 30

NURSE REPRESENTATIVE

CNA may appoint Nurse Representatives who shall be non-probationary Registered Nurses of PPH and shall notify PPH in writing within ten (10) days of such appointments. The

function of the Nurse Representatives shall be to handle grievances and to ascertain that the terms and conditions of the Agreement are observed. Time spent with PPH management in grievance and “Weingarten” meetings as a representative of PPH bargaining unit members shall constitute “hours worked.” Time preparing for such meetings shall not constitute “hours worked.”

ARTICLE 31

NEGOTIATIONS COMMITTEE

PPH shall cooperate with CNA in the scheduling of up to six (6) members of the CNA Negotiating Committee, in order that they may attend bargaining sessions and preparation sessions. Registered Nurses on the CNA Negotiating Committee who work the night shift shall be released both the night before and the night of bargaining sessions, provided that the Registered Nurse gives two (2) weeks notice to his/her manager where feasible. Negotiating Committee members shall not be required to make up time spent in bargaining sessions or preparation sessions. Pursuant to Government Code Section 3505.3, for the six (6) members of the CNA Negotiating Committee, a bargaining day shall be a paid workday and shall count as such for applicable benefits and overtime purposes. Negotiating Committee members shall accrue PTO hours for time spent in no more than one preparation day per week. Preparation days are not paid for or considered hours worked for overtime purposes.

ARTICLE 32

PATIENT CLASSIFICATION SYSTEM COMMITTEE

- A. 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.
 - 1. The committee shall be constituted in accordance with the applicable provisions of Title 22. CNA will select at least half of the direct care Registered Nurses on the PCS Committee. Committee members will be compensated for time spent in committee meetings.
 - 2. PPH 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.
- B. 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.

ARTICLE 33

PROFESSIONAL PRACTICE COMMITTEE

- A. Objectives. The objectives of the Professional Practice Committee (PPC) shall be to consider constructively the professional practice of Registered Nurses including improvements related to the utilization of personnel, and to recommend ways and means to improve patient care and the health and safety of Registered Nurses.
- B. Composition. PPH shall have a PPC composed of Registered Nurses appointed by CNA who are employed at PPH and covered by this Agreement. The number of PPC members shall be ten (10).
- C. Meetings.
1. Regular Meetings and Compensation. The PPC shall schedule one regular meeting per month and may schedule additional meetings in a given month. Committee members shall be entitled to a maximum of one hour of pay each month at the Registered Nurse's straight time rate for the purpose of attending such committee meeting or meetings. The PPC chair shall be entitled to an additional hour of straight time pay each month. The Chair will report to the Chief Nursing Officer the hours used by the Committee members during the preceding pay period.
 2. Special Meetings. Either party may request special meetings. If such meetings are agreed to, they will not take the place of regular meetings of the PPC. PPC members will receive their hourly rate of pay for all time spent attending a special meeting; this amount will not be subtracted from their time allotted for regular meetings.
- D. Timely Response. PPH will respond to the PPC's written recommendations within thirty (30) days.
- E. Review Committee. If PPH's response to the PPC's recommendation is unsatisfactory to the PPC, the PPC's recommendation may be referred to a Review Committee of four (4) for consideration and review. Two representatives shall be selected by CNA and two by PPH. A majority of the Review Committee may invite resource persons to attend and participate in such review committee meetings. Such resource persons may review all relevant information before the committee pertaining to the subject matter under consideration and offer advice to resolve differences between the parties. Differences may be resolved informally by the committee or, if necessary, by majority vote of the four members of the committee in executive session.
- F. Facilities Provided. The PPC may reserve meeting rooms through PPH's regular meeting room scheduling process for its meetings. A PPC mailbox will be provided in a mutually agreeable location.

- G. New Registered Nurse Orientation. At the end of the first day of new Registered Nurse orientation a PPC representative shall be permitted to review the purpose and functions of the PPC.

ARTICLE 34

PATIENT NEEDS STAFFING

- A. PPH shall implement a patient classification system as defined in Title 22 § 70053.2 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. PPH agrees to conform its staffing system to any future changes adopted by any applicable regulatory body during the term of this Agreement. The system developed by PPH 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 PPH's patient population.
- B. 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.
- C. In the event the scheduled staffing is insufficient to meet the specific staffing called for by the patient classification system, PPH will make a reasonable effort to procure additional personnel. Should persistent shortages be identified, PPH will take reasonable and practical steps to ensure safe patient care.

ARTICLE 35

SAFE PATIENT HANDLING/LIFT PROGRAM

Within the first year of the contract, the Employer will implement a zero lift policy and insure that employees who are trained and have demonstrated competencies to perform safe patient transfer/lifts are onsite 24 hours a day, 7 days a week. The number of staff on the unit will not be reduced to provide lift assistance.

ARTICLE 36

TECHNOLOGY

Prior to the implementation of new clinically based technology, the Employer shall involve the unit council structure, as may be relevant, to assure opportunities for the nurses to have input regarding the new technology. Input from nurses will be considered prior to the implementation of new clinically based technology.

The Employer intends to maintain a work environment in which technology supports but does not override the nurse's ability to exercise clinical judgment.

ARTICLE 37

REGISTERED NURSING RESPONSIBILITIES AND STANDARDS OF COMPETENT PERFORMANCE

- A. Registered Nursing Personnel shall:
1. Assist the administrator of nursing services 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.
- B. Each patient care unit shall have at least one Registered Nurse assigned, present and responsible for the patient care in the unit.
- C. A Registered Nurse shall be considered to be competent when the Registered Nurse consistently demonstrates the ability to transfer scientific knowledge from social, biological and physical sciences in applying the nursing process, as follows:
1. Formulates a nursing diagnosis through observation of the patient's physical condition and behavior, and through interpretation of information obtained from the patient and others, including the health team.
 2. Formulates a care plan, in collaboration with the patient, which ensures that direct and indirect nursing care services provide for the patient's safety, comfort, hygiene, and protection, and for disease prevention and restorative measures.
 3. Performs skills essential to the kind of nursing action to be taken, explains the health treatment to the patient and family and teaches the patient and family how to care for the patient's health needs.
 4. Delegates tasks to subordinates based on the legal scopes of practice of the subordinates and on the preparation and capability needed in the tasks to be delegated, and effectively supervises nursing care being given by subordinates.
 5. Evaluates the effectiveness of the care plan through observation of the patient's physical condition and behavior, signs and symptoms of illness, and reactions to

treatment and through communication with the client and the health team members, and modifies the plan as needed.

6. Acts as the patient's advocate, as circumstances require by initiating action to improve health care or to change decisions or activities that are against the interests or wishes of the patient, and by giving the patient the opportunity to make informed decisions about health care before it is provided.

ARTICLE 38

SUCCESSORS

- A. In the event PPH contemplates a merger, sale, permanent closure, leasing, assignment, divestiture, or other transfer of ownership and/or management of operations in whole or in part, the Association shall be notified in writing thirty (30) days prior to such action.
- B. Upon such notice, the Association and PPH will promptly meet at the Association's request, to engage in good faith bargaining over the impact of such change.

ARTICLE 39

SAVINGS CLAUSE

Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be automatically conformed to the law or determination, if necessary, and otherwise this Agreement shall continue in full force and effect.

ARTICLE 40

DURATION AND TERMINATION

This Agreement shall become effective on June 1, 2006 and shall continue through midnight of May 31, 2009. It shall automatically be renewed from year to year thereafter unless either party gives written notice of intent to modify, amend or terminate this Agreement at least 90 days, but no more than 120 days, prior to May 31, 2009, or any May 31 thereafter if it is automatically renewed.

PALOMAR POMERADO HOSPITAL

CALIFORNIA NURSES ASSOCIATION

By: _____

Michael Covert, President and CEO

By: _____

Walter George, Chief Human Resources Officer

By: _____

Lorie Shoemaker, Chief Nurse Executive

By: _____

Brenda Turner, Exec. Dir. Human Resources

By: _____

Sharon Andrews, RN, MS
Assoc. Chief Nursing Officer

By: _____

Elizabeth Gardner, RN, Director Adult In-Patient Services

By: _____

Pamela Hoppie, RN, Director Emergency Svcs.

By: _____

Clifton L. Elliott, Davis Wright Tremaine LLP

By: _____

Rose Ann DeMoro, Executive Director

By: _____

Kristin Lynch, Chief Negotiator

By: _____

Jan France, RN, CCU, PMC

By: _____

Sue Phillips, RN, CCU, PMC

By: _____

Marina Terrassi, RN, Birth Center, POM

By: _____

Linda Phillips, RN, Escondido Surg. Center

By: _____

Bonnie McKinney, RN, ER, PMC

By: _____

Ray McCune, RN, Med Surg. PMC

By: _____

Terry Bunting, Labor Representative

APPENDIX A
SIDE LETTER
24-HOUR SHIFT

The following example of a 24-hour shift pertains to all ALS-Certified Registered Nurses assigned to the Birth Center and/or the NICU at Pomerado hospital. Should the 24-hour shift be offered in other units and/or facilities, all applicable provisions would be followed. This 24-Hour Side Letter is effective June 1, 2006.

1. Hours of Work (Straight time and daily overtime)

RNs shall be paid at straight time for the first thirteen (13) hour of work in their 24-hour shifts. The remaining eleven (11) hours shall constitute a “Recreation and Sleep Period” and shall be paid at straight time. Any hours an RN is called out of the Recreation and Sleep Period to work shall be paid at time and a half. RNs on 24-hour shifts will accrue PTO for all hours of the shift.

2. Base Pay Rate

Full-Time and Part-Time RNs on 24-hour shifts shall be paid based on Article 12.B of the collective bargaining agreement. Per Diem RNs who work 24-hour shifts will be paid the appropriate Per Diem rate in effect for their commitment level.

3. Pre-Scheduled Work Hours, Sleep & Rest Time

RNs on 24-hour shifts will not be pre-scheduled to work more than thirteen (13) hours in a 24-hour period. A designated Recreation and Sleep Room for 24-hour shift RNs shall be provided with appropriate amenities – a bed, light, clock, cable TV, phone, and computer with Internet connection.

4. Weekly Overtime & Holiday Pay

Overtime shall be paid for hours worked in excess of 36 hours/week at time and one half (1 1/2) the RN’s straight time rate of pay. In addition to pre-scheduled work hours actually worked, the following shall be counted as hours worked for purposes of computing overtime pay: all hours worked when the RN is called out of the Recreation and Sleep Period; three (3) hours of the Recreation and Sleep Period that are not worked; all hours of the Recreation and Sleep Period if the RN does not have at least five (5) hours uninterrupted by work; and the hours listed in Article 11.B.4 of the CNA-PPH Agreement. As per Article 12.B.5, there shall be no pyramiding of overtime premiums. When a shift worked includes a PPH holiday (whether starting the 24-hour shift on the holiday, or ending the 24-hour shift on the holiday), 12 hours of holiday pay shall be paid at the rate of time and one half (1 1/2) the nurse’s regular rate of pay.

5. Benefits

RNs working 24-hour shifts shall be considered Full-Time for benefits purposes if they are regularly scheduled to work at least three (3) shifts of 24-hours during a pay period (72 hours). RNs shall be considered Part-Time II for benefits purposes if they are regularly scheduled to work at least two (2) shifts of 24-hours during a pay period (48 hours).

RNs shall be considered Part-Time I for benefits purposes if they are regularly scheduled to work at least one (1) shift of 24-hours during a pay period (24 hours).

6. Staffing Assignment

ALS RNs at Pomerado Hospital shall be assigned to the Birth Center and/or the NICU with appropriate work assignments.

7. PPH Policies

Except as specified herein, all other PPH policies and procedures shall apply to the Nurses working under this Agreement.

8. Expiration

Unless mutually modified or extended, this Agreement shall remain in effect for the duration of the CNA-PPH Agreement, June 1, 2006 until May 31, 2009.

For Employer:

For Association:

APPENDIX B

Step advances occur only on the June pay increase dates each year.

Clinical RN

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
|-----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Yrs Exp | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 25 | 30 |
| June 2006 | 27.66 | 28.45 | 29.26 | 30.09 | 30.95 | 31.83 | 32.74 | 33.23 | 33.73 | 34.24 | 34.75 | 35.27 | 35.80 | 36.34 | 36.88 | 37.43 | 38.00 | 38.57 | 39.14 | 39.73 | 40.33 | -- | -- |
| June 2007 | 28.21 | 29.01 | 29.84 | 30.69 | 31.57 | 32.47 | 33.39 | 33.89 | 34.40 | 34.92 | 35.44 | 35.97 | 36.51 | 37.06 | 37.61 | 38.18 | 38.75 | 39.33 | 39.92 | 40.52 | 41.13 | 41.75 | -- |
| Dec 2007 | 28.63 | 29.45 | 30.29 | 31.15 | 32.04 | 32.95 | 33.89 | 34.40 | 34.91 | 35.44 | 35.97 | 36.51 | 37.05 | 37.61 | 38.17 | 38.75 | 39.33 | 39.92 | 40.52 | 41.12 | 41.74 | 42.37 | -- |
| June 2008 | 29.20 | 30.03 | 30.89 | 31.77 | 32.67 | 33.61 | 34.56 | 35.08 | 35.61 | 36.14 | 36.68 | 37.23 | 37.79 | 38.36 | 38.93 | 39.52 | 40.11 | 40.71 | 41.32 | 41.94 | 42.57 | 43.21 | 43.86 |
| Dec 2008 | 29.64 | 30.48 | 31.35 | 32.25 | 33.17 | 34.11 | 35.08 | 35.61 | 36.14 | 36.69 | 37.24 | 37.79 | 38.36 | 38.94 | 39.52 | 40.11 | 40.72 | 41.33 | 41.95 | 42.58 | 43.21 | 43.86 | 44.52 |

Advanced Clinical RN

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
|-----------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Yrs Exp | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 25 | 30 |
| June 2006 | 28.49 | 29.30 | 30.14 | 31.00 | 31.88 | 32.79 | 33.72 | 34.23 | 34.74 | 35.26 | 35.79 | 36.33 | 36.87 | 37.43 | 37.99 | 38.56 | 39.14 | 39.72 | 40.32 | 40.92 | 41.54 | -- | -- |
| June 2007 | 29.06 | 29.89 | 30.74 | 31.62 | 32.52 | 33.44 | 34.40 | 34.91 | 35.44 | 35.97 | 36.51 | 37.06 | 37.61 | 38.18 | 38.75 | 39.33 | 39.92 | 40.52 | 41.13 | 41.74 | 42.37 | 43.00 | -- |
| Dec 2007 | 29.50 | 30.34 | 31.21 | 32.09 | 33.01 | 33.95 | 34.92 | 35.44 | 35.97 | 36.51 | 37.06 | 37.62 | 38.18 | 38.75 | 39.33 | 39.92 | 40.52 | 41.13 | 41.75 | 42.37 | 43.01 | 43.66 | -- |
| June 2008 | 30.09 | 30.95 | 31.83 | 32.74 | 33.67 | 34.63 | 35.62 | 36.15 | 36.69 | 37.24 | 37.80 | 38.37 | 38.94 | 39.53 | 40.12 | 40.72 | 41.33 | 41.95 | 42.58 | 43.22 | 43.87 | 44.53 | 45.20 |
| Dec 2008 | 30.54 | 31.41 | 32.31 | 33.23 | 34.17 | 35.15 | 36.15 | 36.69 | 37.24 | 37.80 | 38.37 | 38.94 | 39.53 | 40.12 | 40.72 | 41.33 | 41.95 | 42.58 | 43.22 | 43.87 | 44.53 | 45.19 | 45.87 |

Clinical RN

| | Per Diem | | | |
|-----------|----------|-------|-------|-------|
| | I | II | III | IV |
| June 2006 | 33.50 | 36.50 | 37.50 | 38.50 |
| June 2007 | 34.17 | 37.23 | 38.25 | 39.27 |
| Dec 2007 | 34.68 | 37.79 | 38.82 | 39.86 |
| June 2008 | 35.38 | 38.54 | 39.60 | 40.66 |
| Dec 2008 | 35.91 | 39.12 | 40.19 | 41.27 |

Advanced Clinical RN

| | Per Diem | | | |
|-----------|----------|-------|-------|-------|
| | I | II | III | IV |
| June 2006 | 34.51 | 37.60 | 38.63 | 39.66 |
| June 2007 | 35.20 | 38.35 | 39.40 | 40.45 |
| Dec 2007 | 35.73 | 38.93 | 39.99 | 41.06 |
| June 2008 | 36.44 | 39.71 | 40.79 | 41.88 |
| Dec 2008 | 36.99 | 40.30 | 41.41 | 42.51 |

