

**LABOR MANAGEMENT  
COLLECTIVE BARGAINING AGREEMENT**

**Between**

**LAKWOOD REGISTERED NURSES ASSOCIATION**

**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/  
UNION OF HEALTH CARE PROFESSIONALS  
(UNAC/UHCP)  
NUHHCE, AFSCME, AFL-CIO**

**And**

**LAKWOOD REGIONAL MEDICAL CENTER**

**MAY 6, 2010 – MAY 5, 2013**

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## **ARTICLE 1 – RECOGNITION**

101 Pursuant to the certification issued by the National Labor Relations Board in Case Number 21-RC-20261 and the agreement of the parties, the Facility recognizes the Association as the exclusive collective bargaining representative of the Registered Nurses employed at its facility located at 3700 East South Street, Lakewood, California 90712, in the following bargaining unit:

**Included:** All Full Time, Part Time, and Per Diem Registered Nurses, including those who serve as relief charge nurses;

**Excluded:** All other employees, including confidential employees, office clerical employees, all other professional employees (including without limitation physicians and residents), registry nurses, employees of outside registries and other agencies supplying labor to the Employer, traveling nurses, regularly assigned charge nurses, guards, managers, supervisors, as defined in the Act, and already represented employees.

102 The Employer agrees that during the term of this Agreement it will not challenge the bargaining unit status of any nurse or job classification covered by this Agreement. The Employer further agrees that during the term of this Agreement it will neither claim that any nurse or job classification covered by this Agreement exercises supervisory authority within the meaning of Section 2 (11) of the NLRA, or assign any nurse such duties for the purpose of removing that nurse from the bargaining unit. Finally, the Employer also agrees that during the term of the Agreement it will not challenge the Union's right to represent any nurse in any job classification covered by this Agreement based on a claim that such nurse is a supervisor within the meaning of the NLRA.

## **ARTICLE 2 – UNION REPRESENTATION**

### **201 Association Representative**

202 The Union shall provide the Facility with a written list of Association Representatives after their designation, and shall notify the Facility of changes as they occur. The Union Local President shall serve as the Chief Association Representative. Prior to the Facility's receipt of such Union designation, the Facility is not obligated to recognize an Association Representative under this Article.

203 The functions of the Association Representative include the authority 1) to settle or assist in settling problems arising in connection with the application or interpretation of the agreement, 2) to resolve grievances at Step 1 or 2 of the grievance procedure and 3) to serve as an Association Representative for Weingarten meetings.

- 204 Association Representatives will be paid for time spent during their scheduled work hours when participating in mutually agreed meetings with management for investigation, grievances, discipline, or other purposes. If the Association Representative wishes to schedule a meeting with employees during the representative's work shift, unpaid leave time shall not be unreasonably denied.
- 205 Association Representatives shall not direct any employees as to how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Facility or any employee.
- 206 The President of the Lakewood Registered Nurses Association shall be granted up to a maximum of twenty-four (24) hours straight time pay per calendar year, outside of scheduled work hours, for the purpose of engaging in Union business such as Association Representative education/training and Association Representative meetings designed to further the relationship between the Employer and the Union or to participate in issue/grievance resolution meetings at the request of the Employer on a time/day when the President is not regularly scheduled. The hours may be used in increments from one (1) hour to twelve (12) hours and must be tracked by the individual officer. This paid release time shall not be scheduled in such a way as to create overtime or premium pay for either the released President, or the Registered Nurse providing such coverage.
- 207 The Association shall have access to newly hired Registered Nurses for twenty (20) minutes during nursing orientation to discuss union membership, the Collective Bargaining Agreement and related issues. Such time shall be scheduled on the second day of orientation, at a mutually agreed upon time.
- 208 Staff Representatives**
- 209 A duly authorized Staff Representative of the Union shall be permitted to enter the Facility at reasonable times for the purpose of observing whether this Agreement is being observed or to check upon complaints of bargaining unit employees. The Staff Representative shall advise the Director of Human Resources or his/her designee of each visit upon entering the Facility. If the Director of Human Resources or his/her designee is not on site and/or on duty, the Staff Representative will call and/or page the Director of Human Resources or his/her designee. The Staff Representative will abide by patient confidentiality, infection control, and other Facility policies applicable to such areas. When at the Facility, the Staff Representative will wear his/her Staff Representative badge issued by the Facility.
- 210 The Staff Representative shall not interfere with the work of any employee. This shall not prevent the Staff Representative from conferring with an employee and his/her

supervisor or a Facility representative on Facility time in connection with the complaint or problem concerning the employee.

**211 Bulletin Board**

212 The Facility shall provide one (1) glass enclosed locking bulletin board in a mutually agreed location for posting of notices and announcements regarding Union business, such as meetings, internal Union election results, education, and social events. No materials which are derogatory of the hospital or management shall be posted. Both the Union and Facility shall have a key to the bulletin board. The Facility shall not access the bulletin board until a request has been made to the Union, in writing, and a reasonable time given for discussion.

213 In departments where UNAC/UHCP bargaining unit members work, one (1) authorized 8 ½ x 14 posting space will be provided for posting of Union materials in currently existing non-public employee break rooms where a bulletin board currently exists. Such materials will not be derogatory of the hospital or management. UNAC/UHCP postings anywhere other than authorized bulletin boards as indicated in 212 &/or 213 above, are prohibited and unauthorized. Unauthorized materials may be removed without prior notification to UNAC/UHCP.

**214 Use of Facility Conference Rooms**

215 The Facility shall provide the Union access to on-site conference rooms, subject to availability, for union business related to the Facility.

216 The Union must schedule such conference room use in accordance with the conference room scheduling process of the Facility. The Facility is not required to displace, bump or move another group or organization.

**217 Collective Bargaining Agreement**

218 The Facility will make copies of the Agreement available to bargaining unit members upon their request to the Human Resources Department.

**ARTICLE 3 – EMPLOYEE STATUS**

**301 Full-Time Registered Nurse**

302 A regular Full Time Registered Nurse is a Registered Nurse who is not in a temporary status and is regularly scheduled to work thirty-two (32) hours or more per workweek. Regular Full Time Registered Nurses are benefits eligible.

**303 Part-Time 1 Registered Nurse**

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

**305 Per Diem Registered Nurse**

306 A Per Diem Registered Nurse is a Registered Nurse who has executed the Facility's Per Diem Agreement and who is not a regular Full Time or, regular Part Time 1 Registered Nurse. Per Diem Registered Nurses do not receive any insurance, retirement or other fringe benefits under this Agreement, including without limitation PTO benefits or other benefits as defined in Article 15.

307 The parties agree to develop a Per Diem Agreement. Once mutual agreement is reached, all Per Diem RNs will sign the new Per Diem Agreement.

**ARTICLE 4 – SENIORITY**

401 For Full Time and Part Time 1 Registered Nurses, seniority shall mean a Registered Nurse's most recent hire date with the Facility in a bargaining unit position. At the time of ratification of this agreement, seniority for those currently in the bargaining unit will remain the same.

402 Bargaining unit members shall have their seniority with a previous Tenet facility(ies) recognized for the purposes of benefit levels and accruals in accordance with Tenet policy.

403 A Per Diem Registered Nurse will not accrue seniority until she/he begins or is reinstated into a regular Full Time or Part Time 1 position. In such case, the Per Diem Registered Nurse shall have her/his seniority adjusted by one (1) year for every two (2) years.

404 A Registered Nurse who accepts a position outside of the bargaining unit shall retain, but not accrue bargaining unit seniority for all time spent in such position. A Registered Nurse who returns to a bargaining unit position shall have their retained seniority applied.

405 Seniority rights will not apply to a Registered Nurse until completion of the required probationary period, but a Registered Nurse shall acquire all seniority rights retroactive to his/her date of hire on completion of his/her probationary period.

- 406 In the event two (2) or more Registered Nurses have the same effective seniority date, the most senior shall be determined by the original date of application for employment at the Facility and if that date is the same then the most senior shall be determined by a lottery process administered jointly by the Facility and the Union.
- 407 Upon being transferred from one Tenet facility to another, a Registered Nurse shall retain his/her seniority provided the transferring Facility provides reciprocal seniority recognition.
- 408 The Facility shall provide the State Association with an updated seniority list every six (6) months, commencing with the effective date of this Agreement. The updated seniority list shall also be maintained in the nursing office, available for inspection by any bargaining unit member.
- 409 A Registered Nurse's seniority shall be lost:
1. If the Registered Nurse resigns or retires.
  2. If the Registered Nurse is discharged.
  3. If a layoff exceeds twelve (12) consecutive months.
- 410 Seniority shall be reinstated for the following reasons:
1. If a Registered Nurse who has resigned or retired is rehired within one (1) year of her/his resignation and the Registered Nurse had at least one (1) year of continuous service prior to resigning.
  2. If a Registered Nurse on layoff is rehired within one (1) year.
- 411 Layoff and Recall**
- 412 Layoff is defined as an involuntary change to unpaid status of more than fourteen (14) consecutive calendar days for Full Time and Part Time<sup>1</sup> Registered Nurses.
- 413 Registered Nurses who have completed the required probationary period shall receive fourteen (14) calendar days written notice or pay in lieu thereof, pro-rated for Part Time<sup>1</sup>. For mass layoffs, as defined by WARN, the Act's provisions shall apply. The Facility will send notice to the State Association at the same time notice is given to the Registered Nurse. Upon request, the Association and the Facility will meet to discuss the layoff order and bargain over the effects of the decision to layoff. Such meeting will take place at a mutually agreeable date and time after receiving such notice.
- 414 Prior to implementation of a permanent layoff, the Facility will accomplish the following:



1. Consider Registered Nurses who want to volunteer for layoff. Any Registered Nurse who volunteers shall make the request in writing, sign it and provide it to Human Resources within three (3) days after the announcement of a layoff.
  2. Consider any voluntary changes in status. Any Registered Nurse who volunteers shall make the request in writing, sign it, and provide it to Human Resources within three (3) days after the announcement of a layoff.
  3. Discontinue the use of all temporary or registry Registered Nurse or travelers to the extent feasible in the areas affected by the layoff.
  4. Discontinue the use of Per Diem Registered Nurses to the extent feasible.
  5. Terminate probationary Registered Nurses, unless such probationary Registered Nurses possess special skills and/or qualifications that a more senior nurse does not already possess.
- 415 Layoffs in connection with a reduction of staff and the recall to work of Registered Nurses shall be governed by qualifications and competencies. When two or more nurses are deemed to have similar qualifications and competencies, the Registered Nurse's seniority shall be the determining factor.
- 416 Recall from layoff shall be in reverse order from layoff; the last Registered Nurse laid off shall be the first recalled provided the Registered Nurse has the required qualifications and competencies.
- 417 A Registered Nurse shall be deemed terminated from employment when, after a layoff, such Registered Nurse fails to reply within five (5) calendar days of delivery or attempted delivery of the notice of recall, notify the Hospital of his/her intent to return to work on the date specified for recall, and thereafter, return to work on such date.
- 418 Registered Nurses who return to employment as a result of recall from layoff within one (1) year from the date of separation shall be restored to their former status with respect to salary, classification, and all fringe benefits outlined in this Agreement that are in force at the time of return to work. There shall, however, be no accumulation of earnings or benefits during the period of separation.

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

**501 Position Posting**

502 Registered Nurse positions under this Agreement, which are permanently vacated and/or newly created, will be posted for an initial period of seven (7) calendar days. The position posting will include the posting date. Open Registered Nurse positions shall be displayed on the Communication Bulletin Board and in Human Resources. Interested

Registered Nurses may apply for such position by completing a transfer request form provided by the Facility; following the process as indicated on the form.

**503 Selection**

504 Registered Nurses shall be eligible to apply for transfer to open posted positions. Preference among those applying for posted positions shall be given in the order listed below. Among applicants from the same preference level seniority as defined in Article 4 shall govern, provided that a) the applicant must meet all reasonable qualifications of the job established by the Facility, and b) the applicant's skills, abilities, training, experience, competencies and job performance (as evidenced by periodic evaluations) must meet minimum standards as required for the posted opening, in the Facility's reasonable judgment.

**Preference Level:**

1. Qualified Full Time RNs from within the department
2. Qualified Part Time 1 RNs from within the department
3. Qualified Per Diem RNs from within the department
4. Qualified Full Time RNs from within the Facility
5. Qualified Part Time 1 RNs from within the Facility
6. Qualified Per Diem RNs from within the facility
7. Any other applicant

\* For purposes of this section only the following units shall be combined and shall be considered the same department. RNs may apply for open positions within their combined department in accordance with paragraph 504 above:

- a) 1 Dept = 2E and 2W (Telemetry); or
- b) 1 Dept = 3E and 3W (Med/Surg)

505 Within their preference level, for job bidding, Per Diem Registered Nurses will use date of hire substituted for seniority.

506 In the event two (2) or more Registered Nurses have the same effective seniority date, the most senior shall be determined by the original date of application for employment at the Facility and if that date is the same then the most senior shall be determined by a lottery process administered jointly by the Facility and the Union.

507 Registered Nurses who have been in their current position for less than six (6) months are ineligible to bid on positions outside their department, unit or area. This limitation shall be waived if no other Registered Nurse at the Facility applies for such vacant or newly created position.

508 The above shall not preclude the Facility from filling a permanent vacancy on a temporary basis in order to assure the continuity of patient care. Following selection and placement of an individual to fill the permanent vacancy, the temporary status may be discontinued. This provision shall not have the effect of unduly delaying the position posting/application/selection process.

509 Upon submission of a written application on a Transfer/Promotion form for a posted vacancy, the Registered Nurse shall be informed in writing by the facility within ten (10) calendar days from the award, whether or not they are awarded the position.

**510 New Position Trial Period**

511 Upon being selected for a posted position opening, the Registered Nurse will undergo a new position trial period of ninety (90) calendar days. If the Facility determines during the ninety (90) calendar day period that the Registered Nurse is unsuitable for the new position or the Registered Nurse elects to return to his/her former position during the first thirty (30) calendar days, the Registered Nurse:

- (1) Will be returned to the former position if it remains open
- (2) May be placed in a comparable position if the former position is not available
- (3) May apply and be considered for other positions for which they qualify. A comparable position is defined as being either in the same unit held prior to bidding or on the same shift in another unit. The decision whether the Registered Nurse adapts to the new position during the adaptation period will not be subject to Article 9, Grievance and Arbitration Procedure.

**512 Notice of Termination**

513 In recognition of the difficulties which may be imposed on the Facility to recruit and orient replacements for Registered Nurses who terminate their employment for personal reasons, Registered Nurses are encouraged to tender at least two (2) calendar weeks notice in advance of their resignation. Where such notice is provided, the Facility may provide pay in lieu of notice, as it deems appropriate. If the Facility decides to retain the Registered Nurse through the end of the notice period, the Facility will make every effort to continue the Registered Nurse's regular assignments and schedule.

**514 Position Description and Wage Range**

515 At such time as the Facility establishes a new position classification covered by this Agreement, or substantially revises the content of an existing position classification, a new position description shall be prepared for such new or revised position by the Facility. The Facility will also prepare a wage range for the new position. Such wage

range shall be based on the requirements of the position under consideration, its relation to the Facility's current wage structure and to existing positions.

- 516 The Facility shall provide notice to the Association of the position description and the wage range. Upon request by the Association, the parties will meet to discuss the content of the position and review the wage range.

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

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

#### **ARTICLE 7 – HARASSMENT**

- 701 The Facility is committed to providing a work environment free from discrimination and unlawful harassment. The Facility will not tolerate actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation or any other legally protected characteristic. Any employee, supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.
- 702 The Facility will take all reasonable steps to protect an employee who reports harassment from continuing harassment and from retaliation because of having reported the harassment. The Facility will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action will be taken to stop the harassment immediately and to prevent its reoccurrence.
- 703 The Facility and the Union agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous and dignified manner when such individuals interact with fellow employees, patients and the public. The parties agree that this Paragraph is not subject to arbitration.

**ARTICLE 8 – COMMITTEES FOR QUALITY CARE & WORKING ENVIRONMENT**

**801    Adequate Staffing Levels**

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

803    The parties agree there shall be total compliance with Title 22, Section 70217, "Nursing Service Staff" in California. In addition, at least one-half (1/2) of the members of the review committee shall be RNs who provide direct patient care.

**804    Patient Care Committee**

805    The Facility and the Association agree that quality patient care and an appropriate working environment require adequate staffing and that staffing levels within the departments vary with census, acuity, shift, the specialization of various areas, changes in the specialization of the units, and structural changes in delivery of patient services.

**806    Committee Composition**

807    In recognition of the foregoing, the Facility will establish a committee for the Registered Nurse bargaining unit comprised of six (6) bargaining unit employees selected by the Union and comprised of six (6) management employees selected by the Facility. The parties may mutually agree to expand the number of representatives to this committee as the need arises.

808    **Purpose:** The purpose of this committee is to monitor the quality of patient services and to make recommendations to improve patient service in the context of work design, if applicable or in the current method or system of patient services delivery.

809    **Meetings:** The Facility will allow four (4) hours per month of paid time for each employee member of the committee to attend meetings.

810    The above Committees shall employ the services of a mediator/facilitator skilled in interest-based problem solving to assist the parties in resolving their issues and to

provide training in useful techniques for building consensus, if the parties mutually agree.

811 In light of the Association's and the Facility's joint commitment to retain experts in the area of patient care quality and staffing, as they relate to the workforce, by mutual agreement the Committee shall call upon these resources for further advice and recommendations, should the Committee be unable to resolve their differences.

812 The parties will reduce to writing any agreements reached by the Facility and the Union at a Patient Care Committee (PCC) meeting. Any agreement reached by the PCC shall not conflict with the Collective Bargaining Agreement. Issues filed as a grievance will not be discussed or reviewed by the PCC.

#### **ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE**

**901 Definition**

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

**903 Procedure**

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

**905 STEP 1**

906 A Registered Nurse should make a reasonable effort to resolve the possible grievance informally in a discussion with her/his immediate supervisor. If a Registered Nurse is unable to resolve the possible grievance, the Association Representative (if requested by the Registered Nurse) and Registered Nurse will have a discussion with the immediate supervisor. This requirement must be satisfied before a written grievance is submitted at Step 2.

**907 STEP 2**

908 If the grievance cannot be resolved informally, it shall be reduced to writing and submitted to the Facility's designated representative within fifteen (15) calendar days after the Registered Nurse had or should have had knowledge of the event which caused the grievance. In any event, irrespective of the Registered Nurse's knowledge, the grievance must be presented in writing to the Facility's designated representative within thirty (30) calendar days after the event on which it is based. The written grievance must (1) allege the violation of a specific provision or provisions of this Agreement, and (2) set forth all factual grounds upon which the allegation is based.

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

**909**    **STEP 3**

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

**911**    **Arbitration**

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

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

Sara Adler

Douglas Collins

Edna Francis

Fred Horowitz

Michael Rappaport

913    If the parties cannot reach agreement, the parties will select an arbitrator by alternately striking names from the list until one arbitrator remains. The selection of the arbitrator must be completed no later than thirty (30) calendar days from receipt by the Facility of the appeal to arbitration.

- 1) A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Facility and the Union shall present their respective positions, evidence and arguments. The sole parties to the arbitration proceeding shall be the Facility and the Union. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit Registered Nurses. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.
- 2) The arbitrator's authority is derived from this Agreement and her/his jurisdiction is limited to the interpretation and application thereof. She/He shall not have authority to (a) amend or modify any provision of this Agreement; or (b) render an award on any grievance arising before the effective date, or after the termination

date. Moreover, the parties agree that no dispute regarding implementation of any Patient Care Committee recommendation through Article 8 will be subject to arbitration under this agreement.

- 3) The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Facility and the Union.

**914 Time Limits**

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

**916 Tenet Fair Treatment Process**

917 The parties agree that nothing in this Agreement shall affect the enforceability of any Registered Nurse's existing agreement to be bound by the Tenet Fair Treatment Process ("FTP"), including by either final and binding arbitration, under the American Arbitration Association's Employment Dispute Resolution Rules with respect to any dispute not otherwise arbitrable under the Collective Bargaining Agreement. The parties further agree that the Facility may request that any currently employed or newly-hired Registered Nurse voluntarily execute an acknowledgement form likewise agreeing to be bound by the FTP with respect to any disputes not otherwise arbitrable under this collective bargaining agreement. No retaliation or adverse action may be taken against anyone who exercises the option not to sign the FTP. Further, any Registered Nurse who initially declines to be bound by the FTP may later elect this option with respect to any particular claim normally subject to the FTP and not otherwise arbitrable under this collective bargaining agreement, and will be informed of this right by the Facility. Nothing herein shall preclude any Registered Nurse or the Facility from seeking to challenge or enforce the FTP, including the obligation to arbitrate.

**ARTICLE 10 – DISCIPLINE**

**1001 Just Cause**

1002 The Facility may only discipline or terminate an employee for just cause. Any discipline or discharge may be subject to the grievance procedure in Article 9.



**1003 Corrective Action Process (CAP)**

1004 The parties agree to utilize the Corrective Action Process.

**1005 Philosophy**

1006 The Corrective Action Process recognizes the value of all Registered Nurses and the significant investment each Registered Nurse represents, and is reflective of our commitment to retain Registered Nurses whenever possible. The focus of this process is to develop a collaborative approach to resolve performance or behavior issues. The Corrective Action Process is intended to be an open process that utilizes a problem solving approach to address issues and explore non-punitive alternatives to correct performance and/or behavioral concerns. The Facility has the right to utilize the Corrective Action Process, up to and including discharge for cause, with any Registered Nurse. It is the intent of the Facility to utilize the progressive process appropriate to the offense and the Registered Nurse's record of service.

**1007 Purpose**

1008 The Corrective Action Process is intended to explore positive ways to build Registered Nurse commitment, generate self-discipline and ensure individual responsibility and accountability for performance and behavior.

**1009 Process**

**1010 Level 1 – Verbal Corrective Action**

1011 This is the first level of the Corrective Action Process. At this level the Manager will meet privately with the Registered Nurse and representative of the Association (if requested by the Registered Nurse) to clarify the performance or behavioral issue. The Manager's primary role at this level in the Corrective Action Process is to gain the Registered Nurse's agreement to solve the problem. The focus of this conversation should be to remind the Registered Nurse that he/she has a personal responsibility to meet reasonable standards of performance and behavior. The Manager and Registered Nurse should use this opportunity to collaboratively problem solve the issue(s), clarify expectations and explore and agree on behavioral changes, including measures of achievement and timelines as appropriate.

1012 The Manager will prepare a written summary of the meeting to include: date, issue(s) discussed and agreements reached. A copy of the written summary will be given to the Registered Nurse and Association Representative, if requested. The written summary will be placed in the Registered Nurse's Human Resource file.

**1013 Level 2 – Individual Corrective Action Plan**

1014 This is the second level of the Corrective Action Process and should be utilized if the Registered Nurse's performance or behavioral issues continue. At this level the Manager will meet privately with the Registered Nurse and, (if requested by the Registered Nurse), a representative of the Association, to revisit the issue and clarify the need for the Registered Nurse to meet standards of performance and behavior.

1015 The preferred outcome of this meeting is that the Department Manager and the Registered Nurse, through a collaborative process, will mutually agree upon an Individual Corrective Action Plan. However, if the Registered Nurse refuses to acknowledge the issue or agreement cannot be reached on an Individual Corrective Action Plan, the Department Manager will prepare the Individual Corrective Action Plan which sets forth the agreements made or parameters established for correcting performance or behavioral issues including measures of achievement and reasonable timelines. The Individual Corrective Action Plan will include notification to the Registered Nurse that failure to live up to performance or behavioral expectations will result in further corrective action being taken against the Registered Nurse, which may eventually lead to termination.

1016 The Registered Nurse will be asked to sign an Individual Corrective Action Plan as an acknowledgement of his/her agreement to the plan and as an expression of commitment. The Association Representative, if present, will be asked to sign the memorandum as having been in attendance at the meeting. The Individual Corrective Action Plan is part of the formal corrective action process and may be used for purposes of establishing progressive discipline. The Department Manager will meet with the Registered Nurse and a representative of the Association (if requested by the Registered Nurse) for purposes of assessing progress or moving the process forward if satisfactory progress has not been made.

1017 Actions taken by the Facility at Level 2 are subject to the grievance process. The following will be considered by management in determining whether or not Level 2 should be repeated or the issue should be advanced to Level 3 - Decision Making: severity of the incident; frequency of the incident; date of the incident in comparison to the date of the Corrective Action Plan; previous overall performance; tenure of the Registered Nurse; mitigating circumstances; and commitment of the Registered Nurse to the overall Corrective Action Plan.

**1018 Level 3 – Decision Making**

Level 3 shall not be applicable to attendance and other issues where it would be inappropriate to send a Registered Nurse home as determined by the Facility.

- 1019 This is the third level of the Corrective Action Process, and should be utilized if it is determined that prior actions have failed to produce desired changes. At this level a meeting will be scheduled with the Department Director (and/or designee), the Registered Nurse and a representative of the Association, (if requested by the Registered Nurse) for purposes of discussion of continued performance or behavioral issues. During this meeting, the Registered Nurse has the opportunity to choose to change his/her performance or behavior and remain with the organization, or voluntarily sever the employment relationship. The Facility will document the meeting in a Memorandum for the Record, which will include the date, location, attendees and summary of discussion and may place the Registered Nurse on unpaid Decision Making Leave, not to exceed more than three (3) consecutive days, whether previously scheduled or not.
- 1020 If the Registered Nurse's decision is to change his/her performance or behavior and continue his/her employment, the Facility, Registered Nurse and a representative of the Association (if requested by the Registered Nurse) will meet to develop a Last Chance Agreement. The Last Chance Agreement will include a Corrective Action Plan that is designed to eliminate the gap between actual and desired performance or behavior, and will also include measures of achievement and reasonable timelines. The Registered Nurse will be required to sign the Last Chance Agreement. The Association Representative, if present, will be asked to sign the Last Chance Agreement as having been in attendance at the meeting. The Corrective Action Plan is part of the formal Corrective Action Process and will be used for purposes of establishing progressive discipline.
- 1021 If the Registered Nurse does not participate in the development of a Corrective Action Plan, which would be incorporated into the Last Chance Agreement, refuses to sign the Last Chance Agreement or does not voluntarily terminate, the Registered Nurse may be terminated. Actions taken by the Facility at Level 3 are subject to the grievance process.
- 1022 Level 4 – Termination**
- 1023 If the Registered Nurse violates the Last Chance Agreement, the Registered Nurse may be terminated.
- 1024 Actions taken by the Facility at Level 4 are subject to the applicable grievance process.
- 1025 Utilization of Documentation**
- 1026 No disciplinary document (Level 2 or above) shall be utilized for any personnel decision beyond one (1) year of its issuance, except that the Facility may utilize any such disciplinary document to justify any disciplinary action to a court, administrative agency

or arbitrator; however, no disciplinary document may be used in arbitration beyond five (5) years of its issuance.

**1027 Investigatory Suspension**

1028 In situations where Management determines that removal of a Registered Nurse is warranted due to the nature of a reported incident or allegation, such Registered Nurse will be placed on unpaid investigatory suspension. At the conclusion of the investigatory suspension, and in those instances where the Registered Nurse is not terminated, Management will, based on the nature of the incident determine where to place the Registered Nurse in the Corrective Action Process.

1029 No employee shall be held in unpaid investigatory suspension for more than seven (7) calendar days.

1030 In the event it is determined that discipline is not warranted, the Registered Nurse will be paid for the investigatory suspension.

**1031 Acts of Gross Misconduct**

1032 Acts of gross misconduct and/or gross negligence will subject the Registered Nurse to an accelerated level in the Corrective Action Process (e.g., Last Chance Agreement or Termination). Acts of gross misconduct and/or gross negligence include, but are not limited to: theft, drug diversion, fighting.

**1033 Right to Discipline**

1034 Nothing herein shall be deemed to restrict the Facility's right to discipline, suspend or terminate a Registered Nurse for cause. Moreover, nothing herein shall be deemed or construed to waive the Facilities right to promulgate and maintain rules of conduct, including but not limited to absenteeism policies.

**1035 Transition to Corrective Action Process**

1036 At the time of ratification of this Agreement, as noted herein this process is a transition from one process (Discipline) to another (Corrective Action). Employees currently in a progressive discipline process under the former CBA or with counseling in their file shall move to the next step of the Corrective Action Process, if necessary, in accordance with this Article.

**1037 Record of Conference Form**

1038 The categories of the Record of Conference Form utilized by Facility management shall be equivalent to the Corrective Action Process as follows:

- |                    |             |                                   |
|--------------------|-------------|-----------------------------------|
| 1. Verbal Warning  | CAP Level 1 | Verbal Corrective Action          |
| 2. Written Warning | CAP Level 2 | Individual Corrective Action Plan |
| 3. Suspension      | CAP Level 3 | Decision Making                   |
| 4. Termination     | CAP Level 4 | Termination                       |

**1039 Corrective Action Documentation**

1040 At any level of the Corrective Action Process the Registered Nurse shall be given a copy of the Corrective Action document and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the document shall not constitute an admission of the Registered Nurse's agreement with the substance of the action. Signing the Corrective Action Plan does not constitute agreement with the substance of the action but does constitute the Registered Nurse's agreement to follow the Corrective Action Plan.

**1041 Disciplinary Notices, Rebuttal, and Inspection of Personnel Files**

1042 There shall be one official personnel file for all bargaining unit employees and they shall have the right to inspect and to be provided, on request, with one copy of any document in the employee's file.

1043 Employees will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.

1044 In any case where the Facility and the Union agree to revise personnel record material, the Facility shall, upon request, provide evidence of the revision.

**1045 Additional Representation Rights**

1046 The following holding of the U.S. Supreme Court in NLRB v. Weingarten, Inc., shall apply to investigatory interviews conducted by the Facility that an employee, upon his/her request, is entitled to have an Association Representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of an Association Representative (Staff Representative or Association Representative) is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within twenty-four (24) hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his/her presence.

**1047 Probationary Registered Nurses**

1048 A Registered Nurse will be on probation for the first ninety (90) calendar days and may be discharged or disciplined in the Facility's discretion without establishing just cause, and such probationary period may be extended for an additional ninety (90) calendar days upon written notice to the Registered Nurse and the Union.

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

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

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

##### **1103 Mandatory Overtime**

1104 The Facility and the Union recognize that mandatory overtime is not desirable and represents a burden on the employee. Acceptance of overtime and shifts beyond the employee's schedule shall be voluntary and in accordance with state law or regulations, except where patient care would be endangered by an internal or external emergency declared by state, local or federal government or declared by the administrator on duty. An external or internal emergency, for the purposes of this section, is defined as an unexpected situation of sudden occurrence of a serious and urgent nature that demands immediate attention.

##### **1105 Workday and Workweek**

1106 A workday is defined as the consecutive twenty-four (24) hour period beginning at the same time each calendar day that the Registered Nurse is regularly scheduled to work.

1107 A workweek is defined as a seven (7) calendar day period starting at 12:00 AM on Sunday morning and ending at 11:59 PM on the following Saturday.

1108 It is understood and agreed that the workday and workweek are defined above for the purposes of complying with the overtime requirements under state and federal wage and hour laws and that the workday and workweek may be changed by the Facility so long as such changes are not designed to evade overtime requirements.

##### **1109 Payroll Period**

1110 The payroll period shall be two weeks, beginning at 12:00 AM on Sunday morning and ending at 11:59 PM on the second following Saturday.

##### **1111 Overtime Pay**

**1112 Registered Nurses Working an “8 and 80” Work Schedule**

1113 Registered Nurses who are assigned to an “8 and 80” work schedule will be paid one and one-half (1½) times their regular rate of pay for all hours worked after the first eight (8) hours in a workday, or over eighty (80) in a payroll period.

1114 Registered Nurses who are assigned to an “8 and 80” work schedule will be paid two (2) times their regular rate of pay of all consecutive hours worked after the first twelve (12) hours in a workday.

**1115 Ten (10) Hour Work Schedules**

1116 Registered Nurses who are regularly assigned to a ten (10) hour work schedule will be paid one and one-half (1½) times their regular rate of pay for all consecutive hours worked after the first ten (10) hours of a standard workday, or over forty (40) in one workweek and will be paid two (2) times their regular rate of pay for all consecutive hours worked after the first twelve (12) hours of a workday.

**1117 Twelve (12) Hour Straight-Time Work Schedules**

1118 Except as otherwise required by the In-House Registry Program, Registered Nurses who are regularly assigned to a twelve (12) hour straight-time work schedule shall receive two (2) times their regular rate of pay for all hours worked after the first twelve (12) hours of a workday and one and one half (1½) times their regular rate of pay for all hours worked over 40 in one workweek.

**1119 Consecutive Hours**

1120 For purposes of calculating overtime, all hours worked consecutively shall be credited toward the workday or workweek during which the Registered Nurse commenced work.

**1121 Distribution of Overtime**

1122 The Facility shall distribute both voluntary and, when necessary, mandatory overtime work among Registered Nurses, subject to qualifications, in each unit, on each shift on an equitable basis.

**1123 Education/Training/Committee Time**

1124 If attendance at a committee meeting or educational or training program is mandatory and the Registered Nurse cannot attend without incurring eligibility for overtime pay due to work assignments made by the Facility, then such time of attendance will be considered as time worked for overtime pay purposes.

**1125 No-Pyramiding of Overtime**

1126 Payment of overtime or premium rates shall not be duplicated for the same hours worked. To the extent that hours are compensated at overtime/premium rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision, except where two or more overtime/premium provisions apply, the greater shall prevail.

**1127 Schedules and Postings**

1128 Each Registered Nurse shall be regularly assigned a single shift of work that shall have a specified starting time. Registered Nurses shall not be regularly assigned to split shifts. It is recognized that rotation of shifts (e.g., temporary changes from the day shift to a night shift) may be necessary as patient care considerations dictate. Except where the rotation is at the request of the Registered Nurse, the Facility will endeavor to avoid such rotation of shifts.

1129 The Facility shall allow the practice of self scheduling, where practical.

1130 The Facility will have a work schedule of up to six (6) weeks. After posting the schedule, any changes in a Registered Nurse's posted schedule and shifts assignments will be made by the Department Director or House Supervisor after conferring with the Registered Nurse and attempting to accommodate her/his request.

1131 The Facility will use reasonable efforts to utilize bargaining unit Registered Nurses to fill shift vacancies prior to the scheduling and utilization of non-bargaining unit Registered Nurses except, when in the Facility's judgment, working extra shifts negatively impacts patient care, co-workers, the requesting Registered Nurse, or when the Registered Nurse does not possess the qualification or competencies to perform the work in the unit/department where the shift vacancy exists.

1132 Registered Nurses must volunteer during the first two (2) weeks of the current schedule for available hours for the subsequent new schedule. At the close of the two (2) week sign-up period, the Facility will attempt to fill the remaining unassigned available hours from In-House Registry or non bargaining unit personnel.

1133 A regularly scheduled Registered Nurse may trade a shift or workday with another regularly scheduled Registered Nurse provided they have substantially equal competencies and skill set. Shift trades are subject to the written approval of the Department Director or his/her designee and, except in emergency situations, should be submitted at least forty-eight (48) hours in advance. A shift trade may not be approved if it would increase overtime or extra shift premium costs for the Facility.



**1134 Scheduled Days-Off**

1135 The Facility shall use its best effort to insure that each Registered Nurse shall have two (2) full days off work within a seven (7) calendar day period, or four (4) full days off within a fourteen (14) calendar day period. Except in the OR, Registered Nurses shall not be required to work on their days off except in an emergency, unless the Registered Nurse voluntarily agrees otherwise. For the purposes of this section, an emergency is defined as an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action.

**1136 Weekend Scheduling**

1137 Registered Nurses working in departments with weekend scheduling, will be scheduled with every other weekend off, or scheduled to work a maximum of four (4) weekend shifts per four-week cycle.

1138 Nothing herein shall preclude a Registered Nurse from being scheduled voluntarily for additional weekend shifts.

1139 For the purposes of this section, a weekend is defined as Saturday and Sunday except that the Facility may also designate Friday as a weekend shift for night shift Registered Nurses.

1140 Registered Nurses may request to share weekend shifts with another Registered Nurse by completing a written schedule change form and provided the full number of required weekend shifts are worked by each Registered Nurse. Such approval is at the discretion of the Facility and will not be unreasonably denied.

**1141 Cancellation of Scheduled Hours**

1142 In the event of low patient census, subject to qualifications and competencies, travelers will be sent to float in other units having a need for additional staff before any Bargaining Unit Registered Nurses are cancelled. In the event cancellation of scheduled hours is deemed necessary by the Facility, subject to qualifications and competencies, the Facility will use reasonable efforts to follow the following cancellation order:

**Category One:** Outside Registry

**Category Two:** Travelers on overtime, callback or additional hours

**Category Three:** Travelers on regular shifts

**Category Four:** Full Time, Part Time & Per Diem Registered Nurses on In-House Registry or overtime shifts in rotation, by department

**Category Five:** Part Time and Per Diem Registered Nurses on extra, non- overtime shifts, in rotation, by department

**Category Six:** Registered Nurses who volunteer will be called off, in rotation by department and given cancellation credit

**Category Seven:** Per Diem Registered Nurses on regular shifts (1<sup>st</sup> shift in a week), in rotation by department

**Category Eight:** Full Time and Part Time Registered Nurses on regular shifts, in rotation by department

- 1143 In units where past practice has permitted, during periods of low patient census or closure of individual units Registered Nurses from those units may be floated to open units for which they are qualified, and cancelled per the above cancellation order in rotation with Registered Nurses in those open units. For example; when 2N or 2E has been closed, cancellations have been rotated among 2N, 2E and 2W. When Rehab has been closed, cancellations have been rotated among 3E, 3W and Rehab. When CCU or ICU has been closed, cancellations have been rotated among CCU, ICU, and 2N.
- 1144 Cancellations within Categories shall be done by department, on a rotational basis, consistent with patient care needs, nursing qualifications and competencies. Registered Nurses will assist the Facility in setting up and tracking whose turn it is to be cancelled. Hours cancelled will be tracked on an on-going six (6) month basis.
- 1145 A Registered Nurse whose shift is cancelled shall be relieved of all duty during the hours cancelled. Placement on standby status shall be on a voluntary basis and if accepted but not called back, the Register Nurse will receive credit for the shift cancelled.
- 1146 A Registered Nurse must be given a minimum of two (2) hours advance notice of cancellation. Registered Nurses who do not receive a timely notice of cancellation of scheduled work shall be paid four (4) hours, or provided with at least four (4) hours of work upon reporting to the Facility, or provided any combination of work or pay totaling four (4) hours.
- 1147 Rest Periods and Meal Periods**
- 1148 The Facility will comply with the applicable Industrial Welfare Commission Wage Order regarding ten (10) minute rest periods.
- 1149 The Facility will comply with the applicable Industrial Welfare Commission Wage Order regarding meal periods. Unpaid, unworked meal periods shall not be counted as hours worked in calculating overtime to be paid under any provision of this Agreement.

1150 A Registered Nurse will make every effort to notify his/her supervisor in advance of his/her inability to leave the workstation for a meal period. Anytime an employee misses a meal period, he/she must provide his/her supervisor with a written explanation as to why the meal period was missed.

**1151 Work Schedules**

1152 The Facility may implement work schedules consisting of four (4), six (6), eight (8), ten (10), or twelve (12) hours of work per day. Work schedules other than the foregoing may be implemented by the Facility with thirty (30) days written notification to the Association.

**1153 Vacation Scheduling**

1154 Registered Nurses shall submit written vacation requests using the Absence Approval Form between the 1st and 15th day of February for the twelve (12) months commencing the next April 1st. Vacations will then be scheduled subject to operational needs and, in the event of conflicting requests, shall be granted by seniority within the department. The Facility shall notify Registered Nurses by March 15th of approval or disapproval of their request. Vacations cannot be considered approved until the Absence Approval Form is signed by the Department Director and returned to the Registered Nurse.

1155 After the February 15th deadline, vacations will be granted on a first-come, first-served basis subject to the Facility's operational needs and previously scheduled vacations. Registered Nurses shall make such vacation requests in writing at least four (4) weeks prior to the proposed vacation date. The Facility shall notify the Registered Nurse of the approval or disapproval of the request within two (2) weeks of submission. Shorter notice shall be acceptable upon mutual agreement between the Facility and Registered Nurse, confirmed in writing by the Facility in advance of the vacation.

1156 Registered Nurses submitting multiple vacation requests prior to February 15 will be asked to prioritize their vacation requests. Each Registered Nurse will be granted one of his/her first priority requests of contiguous days off, up to a maximum of three (3) weeks based on seniority, prior to considering any other additional requests submitted prior to Feb 15 from an individual Registered Nurse. After granting all first priority vacation requests, all subsequent vacation requests will be considered, in rotation by seniority.

1157 Vacation is normally taken in weekly increments and for a three (3) week maximum. All vacation requests, even First Priority requests, for more than three (3) weeks will be considered based on the needs of the unit and other Registered Nurse requests.

- 1158 The Facility reserves the right to determine vacation schedules, to determine the number of Registered Nurses on vacation at any time and to grant requests for changes in the vacation schedule. Vacation requests in any department will be considered at any time of the year. Vacations granted during the holiday season will be granted by seniority on a rotational basis from year to year.
- 1159 Failure to return from a scheduled vacation on the scheduled date may constitute cause for discipline up to and including discharge.
- 1160 Any request for a change in vacation must be submitted at least two (2) weeks prior to the first day of the desired vacation. Only one vacation change may be submitted between April 1st and March 31st of any year.
- 1161 If a Registered Nurse transfers out of a department, there is no guarantee that the Registered Nurse will receive vacation time approved in the former department.

#### **ARTICLE 12 – FLOATING**

- 1201 Registered Nurses may be floated to a different department or unit provided the Registered Nurse has received orientation in that department or unit and has demonstrated competence in providing care to patients in that department or unit. Registered Nurses floated to another department or unit to assist other qualified Registered Nurses will be expected to perform those skills they are qualified and competent to perform. Floating decisions will be based on the needs of the patients on the sending and receiving units and the floating conditions and provisions in this Article. Float assignments shall be equitably shared among Registered Nurses within the same department or unit.
- 1202 A float rotation log will be kept at the facility. Registered Nurses will be floated a maximum of one (1) time per shift unless the second float returns the nurse to his/her own department, or the Registered Nurse agrees to be floated more.

#### **1203 Float Order**

- Category 1** Outside Registry/Travelers
- Category 2** Volunteers
- Category 3** Registered Nurses on In-House Registry, overtime, or extra shifts scheduled after the final schedule is posted (add-ons), in rotation by department
- Category 4** Registered Nurses on In-House Registry, overtime, or extra shifts pre-scheduled and posted on the final schedule, in rotation by department

**Category 5** Per Diem Registered Nurses on a regular shift (1<sup>st</sup> shift in a week) in rotation by Department

**Category 6** Part Time and Full Time Registered Nurses on regularly scheduled shifts in rotation, by department

- 1204 FT, PT and PD status shall be identified in the master schedule and on a list retained in the staffing office.
- 1205 Newly hired graduate Registered Nurses shall not float until completion of ninety (90) days following probation.
- 1206 Newly hired experienced Registered Nurses shall not float until the completion of the probationary period, unless agreed to by the Registered Nurse.
- 1207 Notwithstanding any other provision of this agreement, the Facility shall not require any Registered Nurse to float, whose specific competencies or skills are required to meet a specified need.

### **ARTICLE 13 – COMPENSATION**

#### **1301 Wages**

1. In the first full pay period following ratification of this agreement, all bargaining unit Registered Nurses will receive an Across-the-Board increase of three (3%) percent to his/her current base hourly rate of pay. This increase will be retroactive to the first full pay period following May 6, 2010 for all hours paid.
2. In the first full pay period following May 6, 2011, all bargaining unit Registered Nurses will receive an Across-the-Board increase of three (3%) percent to his/her then current base hourly rate of pay.
3. In the first full pay period following May 6, 2012, all bargaining unit Registered Nurses will receive an Across-the-Board increase of three (3%) percent to his/her then current base hourly rate of pay.

#### **1302 Wage Levels**

1303 Wage levels shall be defined as:

**Level 1:**

Medical/Surgical Units

Rehabilitation Unit

Telemetry Units

**Level 2:**

Cardiac Cath Lab  
DOU  
Emergency Department  
GI Lab  
ICU/CCU  
Post Anesthesia Care Unit  
Operating Room  
Same Day Surgery  
Special Procedures  
RN Case Managers

**Level 3:**

Open Heart Certified (Heart Certified RNs in CCU Only)

**1304 Credit for Past Registered Nurse Experience**

**1305 Current RNs:**

RN Years of Experience (YOE) was determined and is maintained in the Human Resources Department.

**1306 New Hires:**

Registered Nurses hired after ratification of this agreement will be hired at the appropriate rate on the steps based on the Registered Nurses years of experience, using the criteria below. Registered Nurses will receive one (1) year credit for:

- a) Each year the RN has worked as a Registered Nurse in an acute care hospital in the U.S.
- b) Each year the RN has worked as a Registered Nurse in a non-U.S. hospital, if the nature of the experience is equivalent to U.S. technology, pharmaco-therapeutics, clinical and nursing practice standards.
- c) Each year the RN has worked as a Registered Nurse in a non-acute care setting in a related specialty role, e.g. i) Outpatient Surgery Center for OR Nurse; ii) Birthing Center for L&D, Nursery, Post Partum; iii) Outpatient GI Lab for GI nurse; or iv) in a skilled nursing or rehab facility.

- d) An RN who has had a break in RN employment for five years or more may receive one (1) year credit for each two (2) years of experience prior to the break as determined on a case-by-case basis, at the Facility's discretion.

**1307 Change of Status:**

1. Registered Nurses who move from a Per Diem RN position to a Full Time or Part Time 1 position will be placed on the steps based on the Registered Nurse's years of experience.
2. In calculating Years of Experience, a Per Diem Registered Nurse who at the time of being accepted into a Full Time or Part Time position who has consistently met the Per Diem commitment will receive credit year for year of experience in the Per Diem role. A Per Diem Registered Nurse who at the time of being accepted into a Full Time or Part Time position who has not consistently met the Per Diem commitment for the previous twelve (12) months, will receive one (1) year credit for each two (2) years of experience in the Per Diem role. Non-Tenet Per Diem RN new hires who have worked less than 900 hours per year in either an agency or hospital setting will receive one (1) year credit for every two (2) years of experience in the Per Diem role.

1308 The above encompasses all components for calculating credit for years of RN experience. No other factor(s) will be considered.

**1309 Preceptor Differential**

1310 Registered Nurses will receive a five percent (5%) differential on their regular rate of pay for time spent in training a new hire Registered Nurse, Versant Program nurse, and Governor's Program Nurse. The length of precepting shall continue for the time period determined by the unit specific Department Director.

**1311 Relief Charge Nurse**

1312 Registered Nurses shall receive a five percent (5%) differential on their regular rate of pay for all hours worked as a designated Relief Charge Nurse.

**1313 Shift Differential**

1314 Registered Nurses shall be paid a shift differential for hours worked on the evening shift and night shift as follows:

- a. Evening shift differential: For hours worked between 3 p.m. to 11:30 p.m.: \$1.50
- b. Night shift differential: For hours worked between 11:00 p.m. to 7:30 a.m. shift differential shall be paid according to the following schedule:

- i. Effective first full pay period following ratification of the Collective Bargaining Agreement - \$3.50
- ii. Effective first full pay period following May 6, 2011 - \$3.75
- iii. Effective first full pay period following May 6, 2012 - \$4.00

**1315 Reporting Pay**

1316 A Registered Nurse who reports to work but is not put to work or who is furnished less than half of the Registered Nurse's usual or scheduled day's work, will receive the base rate of pay for half of the usual or scheduled days work, not to be less than four (4) hours or more than six (6) hours. The Facility may assign the Registered Nurse to other duties for which the Registered Nurse is qualified. If the Registered Nurse refuses the alternate work, then no reporting pay shall be paid. The reporting pay shall be paid at the premium rate if applicable.

**1317 Stand By/Call Back Pay**

1318 All Registered Nurses assigned to and designated to be "on call" shall be paid seven (\$7.00) dollars per hour for each hour spent in an on-call status. Actual work time shall begin when the Registered Nurse arrives at any work to which called, and shall end when the Registered Nurse finishes the assigned work, provided however, that the Registered Nurse shall be guaranteed a minimum of two (2) hours of work or pay in lieu for each call-in. A Registered Nurse shall receive one and one-half times (1½) the straight time rate of pay for all hours actually worked or guaranteed during the on-call period. A Registered Nurse shall receive two (2) times the straight time rate of pay for all hours actually worked in excess of twelve (12).

**1319 Severance Pay**

1320 Whenever possible, Registered Nurses shall receive two (2) weeks' notice prior to final separation from employment due to elimination of their position and when no alternative position is available. Full Time and Part Time 1 Registered Nurses whose employment has been terminated in such circumstances are eligible to receive severance pay. Severance pay shall consist of one (1) week pay per year of service; up to twelve (12) weeks pay with a minimum of one (1) week's pay. Payment will be made at the Registered Nurse's current base rate and partial years of service shall be prorated.

**1321 Mileage Allowance**

1322 The Facility will reimburse Registered Nurses at the applicable IRS rate for the authorized use of their personal automobile when performing the Facility's business.



**1323 In-House Registry**

**1324 Purpose**

- 1) In-House Registry shall be available to address staffing shortages and to provide Registered Nurses an opportunity to supplement their normal earnings. 2) In-House Registry shifts will be distributed equitably to all interested Registered Nurses only after regular shifts have been scheduled. After In-House Registry shifts are confirmed on the schedule, they will be subject to cancellation per Paragraph 1141-1146.

**1325 Eligibility**

- 1) Full Time Registered Nurses on twelve (12) hour shifts are eligible for In-House Registry pay if the In-House Registry shift worked is the seventh (7th) shift worked in a two (2) week pay period. Part Time Registered Nurses on twelve hour shifts are eligible for In-House Registry pay if the In-House Registry shift worked is the fifth (5th) shift worked in a two (2) week pay period. Full Time Registered Nurses must be scheduled a minimum of seventy-two (72) hours per pay period and Part Time Registered Nurses must be scheduled a minimum of forty-eight (48) hours per pay period.
- 2) Registered Nurses shall receive one and one-half (1½) times their regular rate of pay for all In-House Registry shift hours worked, subject to the eligibility provision. Registered Nurses normally scheduled a twelve (12) hour shift, and working a twelve (12) hour In-House Registry shift, the last four (4) hours of each In-House Registry shift shall be paid at double (2x) their regular rate of pay. If a Registered Nurse works a scheduled In-House Registry shift, but does not meet the eligibility provision, the Registered Nurse will be paid her/his regular rate of pay, and all applicable premiums, for the In-House Registry shift hours worked. These premiums are a pre-negotiated In-House Registry bonus, and are paid in lieu of the current "critical need" bonuses. It shall be a violation of this Agreement if any Registered Nurse requests or demands an additional bonus beyond these negotiated premiums for In-House Registry hours.
- 3) All shifts flexed off in a pay period shall be counted towards In-House Registry eligibility. Hours taken as sick leave, PTO, jury duty, bereavement, and/or absence without pay unless the days were prescheduled are not considered eligible hours. Sick calls or any other days off after the schedule is posted will void any In-House Registry within a pay period.

1326 The parties agree that the current In-House Registry programs at each Hospital will remain in full force and effect throughout the term of this Successor Agreement, except as specifically set forth below:

- 1) Bargaining unit employees hired on or after February 1, 2007 will be compensated at a rate of time and one-half (1½) for all In-House Registry hours worked.
- 2) Twelve (12) hour bargaining unit employees hired on or after February 1, 2007 will not be eligible for the In-House Registry program unless they have completed seventy-two (72) hours of work in the applicable pay period.

**1327 Incentive Pay Programs**

1328 The Hospital may revise, amend and/or discontinue existing incentive pay programs or practices as it deems appropriate upon fourteen (14) days notice to the Association. The Association may request to meet to discuss the Hospital's action. However, such meeting shall not delay any action by the Hospital and except for such notice or meeting, the Hospital shall have no further obligation.

1329 The Hospital may supplement existing incentive pay programs, implement new or different incentive pay programs and/or revise, amend such supplemental or new programs as the Hospital deems appropriate and at the Hospital's discretion upon fourteen (14) days notice to the Association. The Association may request to meet to discuss the Hospital's action. However, such meeting shall not delay any action by the Hospital and, except for such notice or meeting the Hospital shall have no further obligation.

**1330 Education Incentives**

1331 Chemotherapy Certified Registered Nurses shall receive a two dollar (\$2.00) per hour differential in addition to their hourly base rate of pay for the full shift when assigned to administer chemotherapy.

1332 A Registered Nurse shall receive a bonus of \$400.00 for achieving a National Certification or renewal during the term of this agreement for the following certifications: CCRN, CEN, CMSRN, CNOR, or OCN. Bonuses for additional National Certifications may be approved by the Director of Human Resources. This approval must be in writing and in advance of obtaining the certification.

1333 Full Time and Part Time Registered Nurses shall receive a one-time bonus of \$500.00 for achieving a Bachelor of Science in Nursing degree at an approved, accredited university achieved during the term of this agreement. BSN degrees earned prior to this agreement are not bonus eligible.

1334 Full Time and Part Time Registered Nurses shall receive a one-time bonus of \$ 1,000.00 for achieving a Masters of Science in Nursing degree at an approved, accredited university achieved during the term of this agreement. MSN degrees earned prior to this agreement are not bonus eligible.

**1335 Recruitment and Sign-On Bonuses**

1336 Lakewood Regional Medical Center may continue its practice of providing recruitment and sign-on bonuses at its discretion, including the amount and design of such bonuses.

**1337 PTO Accrual for Employees with 20+ Years of Service**

1338 To provide a benefit to long term Registered Nurses with more than twenty (20) years of service to the company, benefit status Registered Nurses who have completed twenty (20) years of service to the company will receive a fifth week of vacation as a longevity benefit. On the Registered Nurses' annual review date, the Human Resources Department will complete a Personnel Action Form to request the longevity benefit. The longevity benefit will be forty (40) hours, prorated for twelve (12) hour shift and Part Time 1 Registered Nurses as a fifth week of vacation added in a lump sum to the Registered Nurse's PTO account.

**ARTICLE 14 – MINIMUM RATES**

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

**ARTICLE 15 – BENEFIT PLANS**

1501 Registered Nurses shall be eligible to participate in Tenet's paid time off plan (PTO) and standard Tenet benefit plans, as amended from time to time, on the same terms, conditions and basis as other Facility employees, except as provided in this Agreement. Tenet shall continue to offer the following core benefit plans during the term of this Agreement: PTO, medical plan (HMO and a PPO) including a prescription drugs plan, dental plan, vision plan, short-term and long-term disability plans, life and accidental death and dismemberment insurance, long-term care insurance, Retiree Medical Benefit Account (or other similar benefit with an equivalent Employer contribution) and 401(k) Plan.

**1502 Changes to Health and Welfare Benefits**

1503 As noted in 1501 above, in its sole discretion, Tenet may make changes/amendments to the plans including but not limited to change(s) in vendors. Tenet will provide notice to

the Union of the change in writing a minimum of sixty (60) days when possible, but in no case less than thirty (30) days before the change is to occur, and if requested, will meet with the Union to discuss the effects.

**1504 HMO**

1505 For Benefit Plan year 2010, Tenet shall continue to maintain the medical (HMO) insurance option (including RX 1 Pharmacy Plan) for Full Time and Part Time 1 Registered Nurses and their families which will not require any Registered Nurse payroll contribution.

1506 Commencing in Benefit Plan Year 2011, the following employee contributions will apply to the HMO (including RX 1 Pharmacy Plan) if selected by Registered Nurses:

Per Pay Period Employee Contributions			
2011	Medical Plan		Rx1 Contribution
	FT	PT1	FT/PT1
Employee Only	\$5.00	\$7.50	\$2.66
Employee + Child	\$6.00	\$8.00	\$5.33
Employee + Spouse	\$10.00	\$13.00	\$9.32
Employee + Children	\$7.00	\$10.00	\$8.26
Employee + Family	\$15.00	\$20.00	\$12.65

1507 In subsequent plan years, 2012 and 2013, employee contributions for the HMO (including RX 1 Pharmacy Plan) will continue but will not increase more than ten percent (10%), per year.

1507A For the life of this Agreement the HMO co-pays shall not increase more than five (\$5.00) dollars per visit, per plan year; the HMO annual out-of-pocket maximum shall be \$3,000.00 per individual and \$9,000.00 per family in Benefit Plan year 2010 and will not increase more than \$500.00 per year in Benefit Plan year 2011, 2012 and 2013.

**1508 Extended Illness Bank (Reserve Sick Leave)**

1509 Effective the date of ratification of this agreement, the following will be implemented in accordance with the Tenet Paid Time Off Policy HR 715 (CA only):

1510 Bargaining unit employees employed at the LPMC on or before May 6, 2010 will have the Extended Illness Bank (EIB, formerly Reserve Sick Leave) plan fully restored (herein referred to as EIB Eligible Employees). Bargaining unit employees hired or rehired after

May 6, 2010 are not eligible to participate in the EIB. Employees eligible for reinstatement at LRMC will have the EIB plan reinstated to the same level as prior to the employee leaving.

- 1511 Restoration of the EIB plan provides for EIB accruals to begin for EIB Eligible Employees on May 6, 2010. Any EIB accrual not received by an EIB Eligible Employee between May 10, 2009 and May 6, 2010 shall be retroactively accrued subject to the EIB plan policy dated July 1, 2008. EIB Eligible Employees will have access to the EIB reinstated accrual on a going forward basis only, not retroactively.
- 1512 Tenet employees transferring into the bargaining unit at LRMC from another Tenet facility will retain the EIB plan at the level of their participation in the facility from which they transfer. If accruing EIB at the time of transfer, the employee shall become an EIB Eligible Employee at LRMC; fully participating in the EIB plan. If an employee is transferring from a Tenet Facility that does not have EIB accrual, the employee will not be an EIB Eligible Employee and will not participate in the EIB plan. Employees transferring into the bargaining unit with a prior EIB accrual balance will retain their individual EIB account.
- 1513 Full Time EIB Eligible Employees shall accrue each pay period to a maximum of 48 hours per year, and Part Time 1 EIB Eligible Employees shall accrue each pay period to a maximum of 24 hours per year, up to a maximum accrual of two hundred-forty hours (240). The EIB accrued hours are not redeemable and not vested. When used, EIB accrued hours are paid at the EIB Eligible Employee's current hourly base rate.
- 1514 EIB accrued hours may only be used after an EIB Eligible Employee has been absent for one (1) week of consecutively scheduled hours and is ill or disabled. If after one week of absence, the EIB Eligible Employee's condition is such that he/she is released to work on a reduced schedule, EIB hours may be used to make up missed hours due to the EIB Eligible Employee's own illness or disability. The EIB may not be used to supplement disability payments under Tenet's Income Replacement Plans. The EIB may not be used if an EIB Eligible Employee is earning wages for that same period from another employer.
- 1515 EIB Eligible Employees, in accordance with California Kin Care law, on an annual basis, are eligible to use the amount of Extended Illness they would accrue in six months to pay for their absence from work associated with the care of a child, parent or spouse. The EIB Eligible Employee must have EIB hours accumulated in their account and eligibility to use Extended Illness under this provision is subject to one week of missed scheduled hours.
- 1516 Paid Time Off (PTO)**

1517 PTO will be utilized for approved time off from scheduled work including, vacations, Holidays, sick leave and leaves of absence, except as otherwise provided in Paragraph 1514 of this Article or the Leaves of Absence Article.

**1518 Eligibility for PTO**

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

**1520 Accrual and Use**

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

**1522 Sale of PTO**

1523 A Registered Nurse may elect to sell back PTO hours at 100% of their value equal to the PTO hours requested times his/her current base hourly rate less withholding of applicable payroll taxes, as appropriate. A request to sell back PTO hours does not require supervisory approval. Such requests must be submitted to payroll on an Absence Approval form. Employees who sell PTO will not be eligible for further PTO hour accruals for six (6) pay periods beginning with the pay period in which the sale was processed. The accruals will begin again on the first day of the pay period following the six (6) pay period suspension of accruals with the hours accrual rate based on the employee's hire date.

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

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

**1526 Medical Emergency Donation**

- 1527 A Registered Nurse may voluntarily donate accrued PTO hours to another Facility employee who is absent due to extended illness or medical emergency and has exhausted his/her accrued PTO account.
- 1528 The donating Registered Nurse will be required to complete a PTO donation form. The hours donated will be transferred to the recipient's PTO account. The value of the donated hours, calculated as the number of hours donated times the donor's base hourly rate, will be converted to hours in the recipient's account based on the recipient's base rate of pay.

**1529 Termination of Employment**

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

**1531 Scheduling and Use of PTO**

- 1532 Requests for PTO for scheduled time off must be documented on an Absence Approval Form and authorized by a supervisor.
- 1533 Registered Nurses must use PTO hours not to exceed regularly scheduled hours for absences from scheduled work if they have a balance in their PTO or Pre-PTO account as of the beginning of the pay period in which the absence occurs. However, employees will be given the choice of requesting PTO hours, not to exceed their missed regularly scheduled hours, for absences that are occasioned by the Employer due to flexing or during any pay period in which they are on an approved leave of absence.

**ARTICLE 16 – HOLIDAYS**

**1601 Recognized Holidays**

- 1602 The following holidays are recognized for the purpose of this Agreement. RNs working the following holidays will be paid a premium rate of one and one-half (1 ½) times their base rate of pay:

New Years Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

- 1603 Registered Nurses who are scheduled for twelve (12) hour shifts will be paid time and one half (1½) for hours worked on shifts commencing on or after 6:00 PM on the eve of the holiday through 11:30 PM on the actual holiday. All other Registered Nurses will be paid time and one half (1½) for hours worked between 11:00 PM on the eve of the holiday through 11:30 PM on the actual holiday. All premium benefit pay will end at

11:30 PM on the night of the actual holiday. In the event that wage and hour overtime, or call-back status pay is earned on one of these holidays, the premium benefit pay of one-half (½) times the base rate will also be paid. Applicable shift differentials will be paid on Holidays.

**1604 Holiday Commitment**

1605 Full time and Part Time employees are required to be available to work one summer holiday, one major winter holiday and one minor winter holiday. Per Diem employees are required to be available to work one summer and one winter holiday.

**1606 Holiday Scheduling**

1607 Whether or not premium pay is paid on the holiday, holiday requirements are defined below:

**WINTER HOLIDAYS:**

**A. Major winter holidays for day shift are:**

1. Thanksgiving Day
2. Christmas Day
3. New Year's Day

**B. Minor winter holidays for day shift are:**

1. Christmas Eve Day
2. New Year's Eve Day

**C. Major winter holidays for night shift are:**

1. Thanksgiving Night
2. Christmas Eve Night
3. New Year's Eve Night

**D. Minor winter holidays for night shift**

1. Thanksgiving Eve
2. Christmas Day Night
3. New Year's Day Night

**SUMMER HOLIDAYS:**

1. Independence Day
2. Memorial Day
3. Labor Day



- 1608 Sharing, splitting or trading of holiday shifts shall be allowed with prior approval by the unit/department Director.
- 1609 Requests to work on a holiday or be off on a holiday shall be awarded on the basis of seniority, except that every Registered Nurse shall be required to meet their commitment. A Registered Nurse may request to work more than their commitment.
- 1610 In the event more RNs are required to work a particular holiday, the holiday will be scheduled by offering the most senior employee the option, then continuing down the seniority list. In the event no RN volunteers to work the holiday, such holiday will be assigned in reverse seniority, by rotation.
- 1611 Registered Nurses who have worked a specific holiday the past year shall be given priority when possible, from working that holiday if so requested.
- 1612 All designated holidays shall be observed on the actual calendar day, and holiday pay shall be in effect as provided for in paragraph 1603 on that day only. A department where staff is not regularly scheduled on the holiday, i.e., Saturday and/or Sunday, may close the department on the preceding Friday or following Monday (herein referred to as "alternatively-observed holiday"). If the department is closed, employees will be given the day off or if working on the alternatively-observed holiday will receive regular pay only.
- 1613 In a department where staff are not regularly scheduled on the weekend, when New Year's Day, Christmas Day or Independence Day falls on a weekend, if the department does not close on the preceding Friday or following Monday, Registered Nurses will be given an additional day off with the option of using PTO or not within the three (3) months after the holiday occurs, based on operational needs. Such additional days off are not accumulative.

#### **ARTICLE 17 – HEALTH AND SAFETY**

- 1701 The Facility agrees to provide a safe and healthy work environment for all Registered Nurses and further agrees to comply with all applicable local, state and federal health and safety laws and regulations
- 1702 The Facility shall make reasonable provisions for the safety and health of the Registered Nurses during the hours of their employment.
- 1703 Safety Committee**
- 1704 The Association will nominate three (3) Full Time Registered Nurses for membership on the Safety Committee from which the Facility will appoint one (1) Registered Nurse to

the Committee. Time spent in Safety Committee meetings shall be compensated at the Registered Nurse's regular rate of pay.

**1705 Fire & Safety**

1706 Time spent for fire and safety training, when required by the Facility, shall be compensated at the Registered Nurse's regular rate of pay.

**1707 Personal Protective Equipment**

1708 Personal protective equipment, as appropriate, will be provided to all Registered Nurses. Scrub uniforms may be provided to all Registered Nurses assigned to patient care areas as determined by the Facility. Scrub uniforms provided by the Facility shall not be removed from the Facility, except in accordance with existing Facility policy.

**1709 Right to Refuse**

1710 A Registered Nurse acting in good faith has the right to refuse to work under conditions she/he believes present an imminent danger of death or serious harm to the Registered Nurse. The Facility shall not discipline or discriminate against a Registered Nurse for a good faith refusal to perform assigned tasks if the Registered Nurse has requested that the Facility correct the hazardous conditions but the conditions are not corrected, and the danger was one that a reasonable person under the circumstances would conclude is an imminent danger of death or serious harm. A Registered Nurse who has refused in good faith to perform assigned tasks shall retain the right to continued employment.

**1711 Communicable Disease**

1712 The Facility shall provide information and training to Registered Nurses on communicable diseases to which she/he may have routine workplace exposure. Information and training shall include the symptoms of diseases, modes of transmission, methods of self-protection, workplace infection control procedures, special precautions and recommendations for immunizations where applicable. The Facility shall make the Hepatitis B and/or other appropriate vaccinations available to Registered Nurses who are at risk of exposure to infectious agents.

1713 The Facility will work to eliminate or minimize Registered Nurse exposure to communicable diseases.

1714 Needle-less systems will, whenever possible, be used for:

- 1) withdrawal of body fluids;
- 2) administration of medication or fluids; and

- 3) any other procedure involving the potential for an exposure incident for which a needle-less system is available as an alternative to the use of needle devices.
- 1715 If needle-less systems are not used, needles with engineered sharps injury protection will, whenever possible, be used for:
- 1) withdrawal of body fluids;
  - 2) accessing a vein or artery;
  - 3) administration of medication or fluids; and,
  - 4) any other procedure involving the potential for an exposure incident for which a needle with engineered sharps injury protection is available.
- 1716 If sharps other than needle devices are used, or if objects that become sharp are used, these devices and objects will, whenever possible, include engineered sharps injury protection.

**1717 Workplace Violence**

1718 The Facility will maintain a comprehensive workplace violence prevention program.

**1719 Security**

1720 The Facility agrees to maintain reasonably secure parking facilities for all Registered Nurses. Security will be provided for Registered Nurses who work at night and on weekends.

**1721 Counseling**

1722 The Facility will make Critical Incident Stress Debriefing (CISD) available to Registered Nurses on an as-needed basis. CISD is to be used for incidents such as serious physical or emotional work injury, work-related death of co-workers, or the suicide of a co-worker.

**ARTICLE 18 – EDUCATION BENEFITS**

**1801 College Programs (Education Assistance Program)**

1802 The term “College Programs” as used in this article is defined as courses that are part of an accredited course of study leading to a college degree whose satisfactory completion provides college credit. Course time frame of a college program covers a continuous period such as a semester or quarter rather than a seminar format and must be related to a Registered Nurse’s present position or be in preparation for related career opportunities within the Facility.

**1803 Eligibility for College Programs**

1804 To be eligible to participate in a College Program as provided in this article, a Registered Nurse must satisfy the following requirements:

- 1) The Registered Nurse must be a Full Time or Part Time 1 with benefits Registered Nurse at the time of registration and during the course.
- 2) The Registered Nurse must have a minimum of one (1) year of continuous service at the Facility at the time of registration.
- 3) Request for tuition reimbursement must be submitted in writing on a Facility approved form prior to registration.
- 4) The Registered Nurse must receive the approval of the Department Director prior to the beginning of each course.
- 5) The resignation, termination or change to “no benefit status” of a Registered Nurse shall automatically end eligibility.

**1805 Benefits for College Program**

1806 Upon satisfactory completion (grade C or better) in an approved course, the Facility will reimburse the Registered Nurse for the cost of tuition and books, based on the Registered Nurse’s classification, up to the maximum amount for each classification as provided below:

- 1) Full Time, benefit eligible employees, will be reimbursed for the cost of tuition and books up to a maximum amount as follows:
  1. \$1500 per year with three (3) years or less of employment;
  2. \$2000 per year with four (4) years of employment;
  3. \$2500 per year with five (5) years or more of employment;
- 2) Part Time 1, benefit eligible employees, will be reimbursed for the cost of tuition and books to a maximum amount as follows:
  1. \$700 per year with three (3) years or less of employment;
  2. \$1000 per year with four (4) years of employment;
  3. \$1250 per year with five (5) years or more of employment;
- 3) All benefits provided under the College Program are subject to Facility wide budgetary restrictions. Any Registered Nurse who has started classes pursuant to this Article will continue to receive reimbursement for the current semester or quarter, notwithstanding any reduction or elimination of the program due to budgetary restraints.

**1807 Procedure for Authorization**

- 1808 All requests for reimbursement for College Program participants must be submitted prior to the class start date on a form designated by the Facility. All requests must be signed by the Registered Nurse's supervisor and Department Director and Director of Human Resources.
- 1809 Following the completion of the class, the Registered Nurse shall submit actual receipts for tuition and books along with verification of satisfactory completion as defined herein to the Human Resource Director. A check will be requested at the conclusion of the course.
- 1810 If a Registered Nurse fails to provide receipts for a previously approved reimbursement within six (6) months following the completion of a course, the Facility will not be required to reimburse the Registered Nurse.

**1811 Mandatory In-Service and Educational Classes**

- 1812 Registered Nurses shall be compensated as time worked for all in-service meetings designated by the Facility as mandatory.
- 1813 Registered Nurses shall be compensated at their base rate of pay or overtime if applicable, for all hours spent attending courses required by the Facility in order to retain their current positions. In order to be eligible for payment, Registered Nurses must obtain written approval from their Director to attend any such course offered at the Facility. If no such course is reasonably available at the Facility, the Registered Nurse may with prior written approval attend the course at a nearby Tenet facility. No tuition fee shall be charged to Registered Nurses for such courses. If no such course is reasonably available at the Facility or a nearby Tenet facility the Registered Nurse may with prior written approval attend the course at an outside facility. Tuition fees for such courses shall be eligible for reimbursement with prior written approval.
- 1814 Eligible Registered Nurses shall be compensated at their base rate of pay or overtime if applicable, for all hours spent attending courses and shall be reimbursed by the Facility for the tuition fee provided such courses are attended by the Registered Nurse at the request of their Director and the Registered Nurse has obtained prior written approval from their Director to attend such course(s).
- 1815 Travel time to and from courses mandated and previously approved by the Registered Nurse's Director shall be paid in accordance with the requirements of federal and state wage and hour laws.

**1816 Seminars**

1817 When attendance at a seminar is requested by the employee, or is considered optional by the Hospital:

- 1) Full Time employees will be eligible to use up to two-hundred dollars (\$200) per fiscal year for the registration fee for continuing education seminars.
- 2) Part Time 1 employees will be eligible to use up to one-hundred dollars (\$100) per fiscal year for the registration fee for continuing education seminars.
- 3) All benefits described herein are subject to Hospital wide budgetary restrictions.

### **ARTICLE 19 – LEAVES OF ABSENCE**

#### **1901 Union Leave**

1902 Registered Nurses who have been in the employ of the Facility for at least one (1) year may request a Union Leave of Absence (without pay) in writing at least thirty (30) days prior to the leave commencing. 'Union leave' is defined as unpaid leave for the purpose of working for UNAC/UHCP or its affiliates and must be approved by UNAC/UHCP and the Facility. Such leave of absence will not exceed six (6) months. No more than one employee may take such leave at any one time, however, such leave will not be unreasonably denied. Should the Facility grant such leave, permission shall be in writing setting forth the date of such leave.

1903 Health Insurance – Benefits may be continued under the provision of COBRA.

1904 Use of PTO– Use of PTO is not allowed. Union leaves of absence are unpaid.

1905 Accrual of Benefits – Union leave of absence will not affect previously accumulated benefits. However, employees taking this type of leave will not accrue benefits while on unpaid leave.

1906 Return to Work – When an employee returns to duty in compliance with the authorized leave of absence, such employees shall be reinstated in the same classification, positions, shift, unit and scheduled hours in which such employee was employed before his/her absence. If conditions in the Facility have so changed that it would not be feasible to reinstate him/her in such manner, then the Facility will reinstate the employee to as nearly comparable a position and shift as is reasonable under the circumstances.

1907 If an employee wishes to return from leave early he/she must give the Facility at least four (4) weeks notice prior to reinstatement.

#### **1908 Other Leave**

1909 Regular Full Time and Part Time 1 Registered Nurses who have completed ninety (90) calendar days of employment shall be eligible for unpaid personal, medical, judicial, family leave, and military leaves of absence, and for paid bereavement leaves of absence, as described under the provisions of this Article. Eligibility for unpaid leaves of absence due to jury duty, disability caused by pregnancy or work related illnesses or injuries will begin with the Registered Nurse's date of hire.

1910 All requests for a leave of absence must be initiated through the Department Manager and submitted in writing to the Human Resource Representative for approval. Wage option and Per Diem Registered Nurses are eligible to apply for an unpaid leave of absence in accordance with Facility policy, as amended from time to time. Such unpaid leaves of absences will be granted in accordance with applicable law, and/or on a case by case basis at the sole discretion of the Facility.

1911 A leave of absence may be granted for an initial period of up to thirty (30) days except where a longer period of leave may be required by state or federal law. The leave may be extended at the discretion of the Facility beyond thirty (30) days under special circumstances if requested in writing and approved one (1) week in advance of their desired extension. Except where prohibited by law, requests for a leave of absence will be considered on the basis of length of service, reason for the request and the Facility's ability to obtain a satisfactory replacement during the time the Registered Nurse will be absent from work.

**1912 Benefits**

1913 Registered Nurses on an unpaid leave of absence shall be eligible to continue to participate in the Facility's insurance and benefits plans in accordance with the terms and conditions of those plans. Should the Registered Nurse desire to continue benefit coverage, she/he shall be responsible for all insurance premiums which must be paid. It is the Registered Nurse's obligation to make arrangements with the Human Resources Department to pay the premiums for continued coverage.

**1914 Return From Leave**

1915 An effort will be made to return the Registered Nurse to the same position when the leave ends, if it is available, or to a similar position for which the Registered Nurse is qualified. However, reinstatement in such circumstances cannot be guaranteed unless required by State or Federal law. A Registered Nurse who fails to return on the next scheduled workday following the expiration of her/his leave of absence will be considered to have voluntarily resigned from his/her employment.

**1916 Reduction In Force**

1917 If business conditions require a reduction in force, Registered Nurses on an approved leave of absence will be considered for layoff and treated as active for purposes of the selection process.

**1918 Termination during Leave of Absence**

1919 A Registered Nurse may be subject to termination during a leave of absence for reasons including but not limited to the following:

1920 Failure to keep the Facility informed of changes in medical status if on a medical disability leave, including maternity/pregnancy-related leave.

1921 Misrepresenting reasons for applying for leave of absence, or any facts related hereto.

1922 The Facility reserves the right to require a Registered Nurse on any medical disability leave, including maternity/pregnancy related leave, to be examined at Facility expense by a Facility selected physician prior to his/her return to work.

**1923 Bereavement Leave**

1924 When a death occurs in the immediate family of a Full Time or Part Time 1 Registered Nurse, the Registered Nurse shall be entitled to a leave of absence for up to three (3) normally scheduled consecutive workdays provided further that the funeral services fall within seven (7) days from the date of death. This may be extended at the discretion of the Facility. The Registered Nurse shall provide proof of death upon return from leave. Additional days beyond three (3) days may be used from accrued PTO.

1925 Immediate family is defined as spouse, mother, father, sister, brother, child, grandparents, grandchildren, mother-in-law, father-in-law, step parents, step-brothers, step-sisters, step children, step grandchildren, and current brothers and sisters in law. This policy also may apply to individuals who are not legally related but who reside with the Registered Nurse.

**1926 Jury Duty**

1927 Registered Nurses will be granted a leave of absence as required by law for the purpose of serving on jury duty. Registered Nurses are required to provide reasonable advance notice of any need for such leave and are required to contact their Supervisor and to return to work if requested each day that they are not selected for jury duty.

1928 Upon completion of the required probationary period, Full Time Registered Nurses may be paid their regular daily rate for each full working day missed due to jury duty up to a maximum of eighty (80) hours within a thirty-six (36) month period. Part Time 1 Registered Nurses may receive up to a maximum of forty (40) hours of pay within a



thirty-six (36) month period. Any additional time served on jury duty is without pay. Proof of jury service will be required in order to be paid for jury duty.

1929 Subject to operational needs, the Facility will endeavor to schedule a Registered Nurse off on a weekend (Saturday/Sunday) should jury duty begin on Monday of one week and continue into the following week without a day off.

**1930 Witness Pay**

1931 Registered Nurses who are required by law to appear in court as witnesses may take time off without pay for such purpose provided the Registered Nurse give the Facility reasonable advance notice. Registered Nurses who appear as witnesses at the request of the Facility will receive their regular pay during such time. In the event the Registered Nurse is placed on-call by the Facility, the Registered Nurse will receive witness on-call pay of seven dollars (\$7.00) per hour for time spent on call if otherwise not working.

**1932 Maternity Leave**

1933 The Facility shall comply with the Pregnancy Leave Act, as amended.

**1934 Occupational Injury or Illness Leaves of Absence**

1935 The Facility shall comply with the California Workers' Compensation law.

**1936 Military Leave**

1937 The Facility will comply with the Uniform Services Employment and Reemployment Act, 38 U.S.C. 84301 ET seq.

**1938 Family Leave**

1939 The Facility will comply with the Provisions of the California Family Rights Act, as amended and with the provisions of the Federal Family and Medical Leave Act of 1993, as amended.

**ARTICLE 20 – JOB SECURITY**

**2001 Successorship Protection**

2002 In the event of sale or transfer of control of the facility, the Tenet shall, within a reasonable period of time but not less than twenty-one (21) days of the effective date of the sale or transfer, provide the Union with the new employer's or entity's name,

address and designated representative. Prior to the sale or transfer, the Tenet shall inform the new owner and/or employer or entity of the existence of this Agreement and of its terms and conditions; shall require the new owner, employer or entity to retain all or substantially all of the bargaining unit employees, recognize the Union as the collective bargaining representative and to assume any existing collective bargaining agreement. The parties agree that compliance with this Article shall constitute full satisfaction of any and all obligations to bargain regarding such sale or transfer, and Tenet and the Facility shall have no further obligation to the Union with respect to a sale or transfer of control of the facility.

**2003 Transfer Option**

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

**ARTICLE 21 – MANAGEMENT RIGHTS**

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

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

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

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

#### **ARTICLE 22 – SUBCONTRACTING**

- 2201 The Facility may subcontract all or part of any operation performed by Registered Nurses. Where such subcontracting would displace a Registered Nurse, the Facility shall provide the Union with thirty (30) days prior notice of its decision to subcontract so that

the Union can discuss the effects of such subcontracting. In the event that the subcontracting of any operation would result in the displacement of twenty (20) or more employees, the Facility will require any subcontracting entity to offer employment to the affected employees and to maintain their current rate of pay for a period of not less than ninety (90) days.

- 2202 The parties desire to maximize stability in their labor relations. This effort includes their concern for the working environment and labor practices of subcontractors operating within the Facility. Therefore, consistent with the policy reflected in CALPERS' Responsible Contractor Program [Paragraph VI(M)], the Facility supports and shall encourage its contractors to honor "a position of neutrality in the event there is a legitimate attempt by a labor organization to organize the subcontractor's employees."

### **ARTICLE 23 – UNION SECURITY**

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

- 2302 All employees of the Facility covered by this Agreement as of the date of the execution shall, as a condition of continued employment with the Facility, become and remain members in good standing of the Union not later than the thirty-first (31st) day following the date of the execution of this Agreement by tendering payment of the initiation fee to the Union and continuing their payment of periodic union dues uniformly required.

- 2303 As a condition of employment all transfers into the Facility from another Tenet facility that are not represented by UNAC/UHCP, transfers into the bargaining unit from a management position, transfers into the bargaining unit due to a change in job classification, and all employees hired on or after the effective date of this Agreement shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing of the Union and tender to the Union the initiation fees and periodic dues that are the obligations of members.

#### **2304 Failure to Make Required Payments**

- 2305 The Union shall notify the Facility and the affected employee in writing of an employee's failure to comply with the provisions of this Article and shall afford each such employee fifteen (15) work days, after the employee has been mailed such notice at his or her last known address, in which to comply.
- 2306 If said employee does not comply with the provisions of this Article within the ten (10) day period following actual notice, the employee shall be promptly terminated upon written notice of such fact from the Union to the Facility.

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

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

2309 The Facility shall, on a biweekly basis, mail to the Union newly signed authorization/ membership forms.

2310 The Facility shall promptly remit to the Union on a bi-weekly basis the sums which are deducted under this Section. Under separate cover, a list showing the following information for Union members: their names, Social Security number, home address and phone number (as provided by the employee), classification, regular wage rate, regular hours worked during the period, regular earnings during the period, department, status, (e.g. Regular Full Time, Regular Part Time, or Per Diem, and date of hire) will be transmitted electronically via FTP transfer.

2311 The Facility shall, electronically, on a monthly basis send a list to the Union of all new hires, terminations, status changes or entry into or exit from the bargaining unit of any member including the same data referenced in 2310, with the exception of regular hours and earnings during the period, which is provided for all those working in the FTP transfer noted in 2310.

2312 The Union shall indemnify the Facility and hold it harmless against any and all suits, claims, demands and liabilities that arise out of, or by reason of, any action that shall be taken by the Facility for the purpose of complying with the foregoing provisions of this Article.

2313 The Facility will honor written assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, where such assignments are submitted in a form agreed to by the Facility and the Union, and will remit such contributions to the Union.

**ARTICLE 24 – WORK STOPPAGE**

2401 In consideration of entering this Agreement and the parties' commitment to final and binding interest arbitration under Article 28, the parties agree to the following provision.

**2402 Prohibited Activity**

2403 During the term of this Agreement, neither the Union nor its agents or representatives, nor any Registered Nurses, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, boycott, sit-down, sickout or slow-down, or any refusal to cross a picket line at or enter the Facility's premises, or any other Interference with any of the Facility's services or operations, or with the movement or transportation of goods to or from the Facility's premises.

**2404 Waiver By Union**

2405 The prohibitions of this article are intended to apply regardless of the motivation for the strike or other conduct. By way of illustration only, this article expressly prohibits (1) sympathy strikes (individual or concerted failure to cross a picket line established by another labor organization or by members of another bargaining unit); (2) strikes over disputes that are not subject to arbitration; and (3) strikes in protest of alleged violations of state or federal law. Any statutory right under the NLRA which the Registered Nurse may otherwise have to engage in such conduct is hereby expressly waived by the Union.

**2406 Union Obligation**

2407 If a violation of this article should occur, the Union shall immediately do everything within its power to terminate the violation.

**2408 Penalty**

2409 Any Registered Nurse who participates in any activity prohibited by this article shall be subject to discharge or such lesser discipline as the Facility in its discretion shall determine, provided, however, that such Registered Nurse shall have recourse to the grievance and arbitration procedure as to the sole questions of whether she/he in fact participated in such prohibited activity and whether the discipline is discriminatory.

**2410 Union Officials**

2411 The Union's Staff Representatives and Association Representatives shall attempt to end any violation of this Article by personally complying with the Article, and by urging others to do so. Should they fail to do so, they may be selectively disciplined, including discharge; provided they shall have recourse to the grievance and arbitration procedure as to the question of whether they complied with this section.

**2412 No Lockouts**

2413 The Facility agrees that there shall be no lockout during the term of this Agreement. As used herein, the term "lockout" shall not include the closing down or curtailment of

operations or layoffs due to economic conditions, business or operational reasons, natural disaster, or reasons beyond the Facility's control.

**2414 Expedited Arbitration**

2415 Without resort to the grievance procedure, any dispute regarding an alleged violation or threatened violation of this Article may be submitted to expedited arbitration by either party upon written notice to the other party. Within twenty-four hours of any request to arbitrate an alleged violation of this Article or as soon thereafter as any arbitrator is available, a hearing shall be held, telephonically or otherwise, before any one of the arbitrators identified in Article 9, Paragraph 912 of this Agreement. The first available arbitrator in sequential order from the list shall be selected. The arbitrator shall determine and advise the parties of the time and place of such hearing. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness was present. The sole issue before the arbitrator shall be whether this Article has been violated and what relief, if any, for such violation is appropriate. In the event the arbitrator finds any violation of this Article, the arbitrator may order any party to cease and desist from such violation and award damages, and the arbitrator may order such interim relief as he deems appropriate. The arbitrator may issue his award at any time, but in no event later than 24 hours after the hearing. Any decision supporting such award shall be issued within seven (7) days of the close of the hearing. The arbitrator's decision and award shall be final and binding on the parties. Nothing herein shall be deemed or construed to limit or preclude any party's right to any judicial remedy, including but not limited to injunctive relief and damages. The fees and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Facility and the Union.

**ARTICLE 25 – NOTICES**

2501 Notices by the Union to the Facility shall be mailed by certified mail, return receipt requested or delivered to the following address:

Human Resources Director  
Lakewood Regional Medical Center  
3700 East South Street  
Lakewood, California 90712

2502 Copies shall also be mailed by certified mail, return receipt requested, or delivered to the Chief Operating Officer and Chief Executive Officer at the address listed above.

2503 Notices by the Facility to the Union shall be mailed by certified mail, return receipt requested, or delivered to the following address:

President  
United Nurses Associations of California/  
Union of Health Care Professionals  
955 Overland Court, Suite 150  
San Dimas, CA 91773-1718

#### **ARTICLE 26 – SAVINGS CLAUSE**

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

#### **ARTICLE 27 – ENTIRE AGREEMENT**

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

#### **ARTICLE 28 – SUCCESSOR AGREEMENT**

2801 The parties agree they will make a good faith effort to reach a successor agreement prior to expiration of this Agreement and shall commence such bargaining at least ninety (90) days before the contract expiration date. If the parties are unable to do so, any unresolved matters will be submitted to a Board of Inquiry with R. Douglas Collins or a mutually agreed successor serving as the Neutral Chairperson no later than fifteen (15) days before contract expiration. Providing written notice of the need for a Board of Inquiry to the Neutral Chairperson before the deadline shall constitute submission. At least forty-eight (48) hours before the time a Board of Inquiry is scheduled to begin, at least one representative of each party will meet in person to exchange all proposals to be submitted to such Board of Inquiry. The purpose of this meeting is to provide advance notice to each side of all unresolved issues and proposals being submitted to the Board of Inquiry, and avoid any surprise to either party at the Board of Inquiry.



Should the parties mutually agree, the above meeting can be accomplished by conference call and electronic provision of all proposals. The parties, however, by mutual agreement may continue to bargain over unresolved issues up to the time the parties exchange proposals being submitted to such Board of Inquiry. Furthermore, nothing shall prohibit the parties from continuing to negotiate after submission of proposals and prior to the BOI, if mutually agreed. The Board of Inquiry will utilize the principles agreed to by the parties to resolve any outstanding matters. The cost of the Board of Inquiry will be split evenly by the parties, except that each party shall bear its own attorney, witness, and expert fees. A Board of Inquiry Report shall be submitted within thirty (30) days of the close of its hearings. If the Board of Inquiry Report is rejected by any party, in whole or in part, any unresolved matters will be subject to final and binding interest arbitration before R. Douglas Collins or a mutually agreed successor serving as the Neutral Chairperson pursuant to the following procedure and under the timeframe and conditions noted in 2802 below.

- 2802 A request to arbitrate any unresolved issues must be made within ten (10) days following receipt of the Board of Inquiry Report by both parties and shall not be valid unless accompanied by a written statement from the requesting party setting forth the contract wording it seeks by virtue of the Arbitrator's award. Within ten (10) days of the receipt of such a valid request, the receiving party shall respond in writing, setting forth the contract wording it seeks to obtain by virtue of an Arbitrator's award. In any arbitration under each separate contract item in dispute, either the Facility's position or the Union's position shall be accepted as part of the Successor Agreement. The Arbitrator shall utilize the principles agreed to by the parties in making his decision and award and the Arbitrator's decision shall be awarded within forty-five (45) days of the original request for arbitration. New agreement provisions agreed upon by the parties in negotiations or before the Board of Inquiry and those, which are not in dispute, shall not be subject to change in the interest arbitration. Any Board of Inquiry recommendation not submitted to arbitration pursuant to this section shall be accepted as part of the Successor Agreement. The cost of the interest arbitration will be split evenly by the parties, except that each party shall bear its own attorney, witness, and expert fees.
- 2803 The award of the Arbitrator shall be final and binding on the parties and all employees covered by this Agreement. Each party expressly waives the right to seek judicial review of said award; however, each party retains the right to seek judicial enforcement.
- 2804 Until such time as a Successor Agreement is ratified and executed, this Collective Bargaining Agreement shall remain in full force and effect, including but not limited to the obligations set forth in this Article as well as the Work Stoppage Article contained herein.

**ARTICLE 29 – TERM**

2901 This Agreement shall become effective May 6, 2010 and shall continue in full force and effect for a term of three (3) years thereafter, through May 5, 2013. Either party may serve written notice to the other party of its intent to amend the Agreement at least ninety (90) days prior to the expiration date of this collective bargaining agreement.

2902 This Agreement has been executed as of May 6, 2010.

For United Nurses Associations of California/Union of Health Care Professionals

By \_\_\_\_\_

Its \_\_\_\_\_

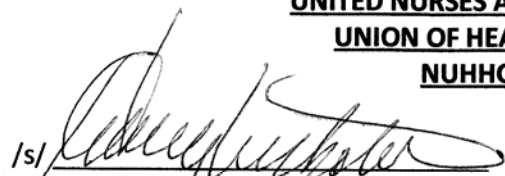
For Lakewood Regional Medical Center

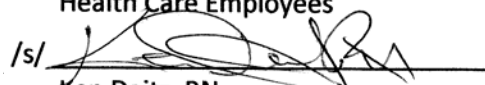
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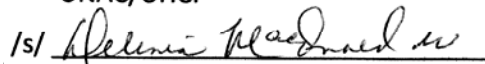
Its \_\_\_\_\_


**SIGNATURES**

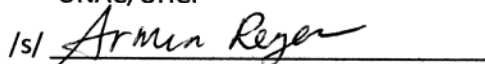
**LAKWOOD REGISTERED NURSES ASSOCIATION**  
**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/**  
**UNION OF HEALTH CARE PROFESSIONALS**  
**NUHHCE, AFSCME, AFL-CIO**


/s/   
Henry Nicholas, President  
National Union of Hospital &  
Health Care Employees

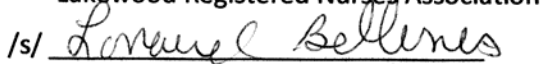
/s/   
Ken Deitz, RN  
Executive Vice President  
UNAC/UHCP

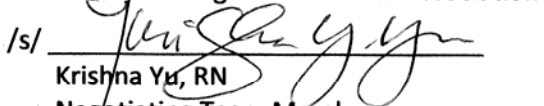
/s/   
Delima MacDonald, RN  
State Treasurer  
UNAC/UHCP

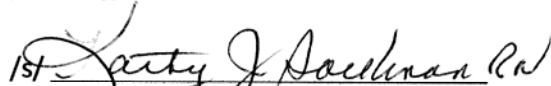
/s/   
Joy Harvey, RN  
Staff Representative  
UNAC/UHCP

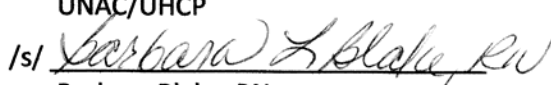
/s/   
Armin Reyes  
Staff Representative  
UNAC/UHCP

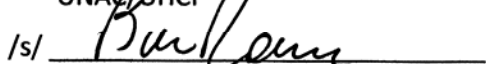
/s/   
Aleyamma Mathew, RN  
Vice-President  
Lakewood Registered Nurses Association

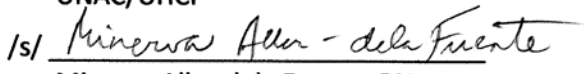
/s/   
Lorraine Bellinis, RN  
Secretary  
Lakewood Registered Nurses Association

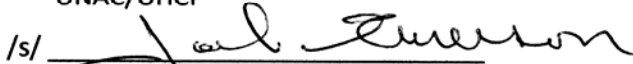
/s/   
Krishna Yu, RN  
Negotiating Team Member  
Lakewood Registered Nurses Association

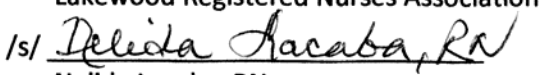
/s/   
Kathy J. Sackman, RN  
President  
UNAC/UHCP

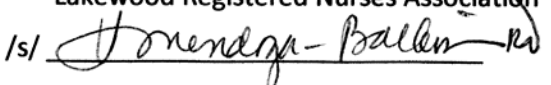
/s/   
Barbara Blake, RN  
State Secretary  
UNAC/UHCP

/s/   
Bill Rouse  
Executive Assistant to the Officers  
UNAC/UHCP

/s/   
Minerva Aller-dela Fuente, RN  
Staff Representative  
UNAC/UHCP


/s/   
Joel Emerson, RN  
President  
Lakewood Registered Nurses Association


/s/   
Nelida Lacaba, RN  
Treasurer  
Lakewood Registered Nurses Association

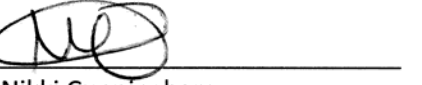
/s/   
Veronica Mendoza-Balbin, RN  
Negotiating Team Member  
Lakewood Registered Nurses Association

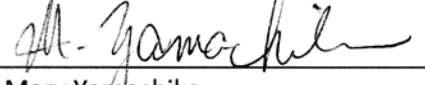
**SIGNATURES**

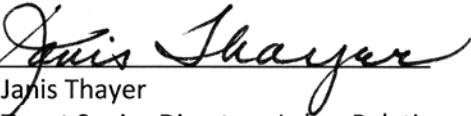
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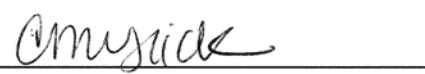
/s/   
B. Joseph Badalian  
President and CEO  
Lakewood Regional Medical Center

/s/   
Mary Okuhara  
Director, Human Resources  
Lakewood Regional Medical Center

/s/   
Nikki Cunningham  
Director – Medical/Surgical  
Lakewood Regional Medical Center

/s/   
Mary Yamachika  
Director – Critical Care  
Lakewood Regional Medical Center

/s/   
Janis Thayer  
Tenet Senior Director - Labor Relations  
Tenet Healthcare Corporation

/s/   
Cathy Myrick  
Tenet Manager - Labor Relations  
Tenet Healthcare Corporation

**APPENDIX A**

**Per Diem Requirements and Rules**

Per Diem Registered Nurses must work a minimum of one (1) day a week, of which two (2) are weekend shifts in a month, a total of four (4) days in one month.

Per Diem Registered Nurses must work one (1) holiday shift, in each of the following two categories:

Summer

Memorial Day

Independence Day

Winter

Thanksgiving

Christmas Day

New Year's Day

Hours scheduled are not guaranteed, as staffing will be adjusted based on acuity and census.

Once scheduled, the Per Diem Registered Nurse is expected to report to work for the assigned shift. Self-cancellation is not expected and may result in disciplinary action.

Per Diem Registered Nurses must notify the House Supervisor at least two (2) hours before the start time of the shift, when calling in sick.

Per Diem Registered Nurses are expected to maintain required mandatory certification and attend Facility mandatory classes.

Per Diem Registered Nurses are only eligible for legislated benefits such as workers' compensation and liability insurance.

Should the Per Diem Registered Nurse change status to a regular Full Time or regular Part Time the rate of pay shall be that step in range that is appropriate to the Registered Nurse's education and experience; and the period spent in Per Diem status shall not be counted as part of the benefit waiting period.

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**NOTES**