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CRONA

**AGREEMENT BETWEEN
STANFORD HOSPITAL AND CLINICS
AND
COMMITTEE FOR RECOGNITION OF
NURSING ACHIEVEMENT
(CRONA)**

APRIL 1, 2004 - MARCH 31, 2007



STANFORD
HOSPITAL & CLINICS

Stanford Medical Center

105 pages

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April 1, 2004 – March 31, 2007

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AGREEMENT BETWEEN
STANFORD HOSPITAL AND CLINICS
AND
COMMITTEE FOR RECOGNITION OF NURSING
ACHIEVEMENT
(CRONA)

April 1, 2004 – March 31, 2007

PREAMBLE

This Agreement is entered into by and between Stanford Hospital and Clinics, hereinafter sometimes referred to as, "Employer", "Hospital", or "Management", and the Committee For Recognition of Nursing Achievement, hereinafter referred to as "CRONA".

SECTION 1
RECOGNITION AND COVERAGE

- 1.1 Stanford Hospital and Clinics hereby recognizes CRONA as the exclusive collective bargaining representative for purposes of collective bargaining concerning wages, hours and working conditions for Registered Nurses, currently licensed in California and employed by Stanford Hospital and Clinics in the following classifications: Regular full and part-time Staff Nurses I, II, III, IV, Relief Nurses I, II, III, IV.
- 1.2 The term "nurses" as used in this Agreement refers to all members of the bargaining unit described in 1.1 unless specifically differentiated as "Regular Staff" hereinafter referred to as "Staff", or "Relief".
- 1.3 In the event the Employer determines that the content of a nurse's job covered by this Agreement is such that the job should no longer be in the bargaining unit represented by CRONA, the Employer will notify CRONA in writing. If CRONA does not agree that the job should be removed from the bargaining unit, CRONA will notify the Director of Employee and Labor Relations or designee, within ten (10) calendar days of receipt of the Employer's notice that it wishes to challenge the removal of the job. The Employer shall arrange a meeting to include the nurse whose job is in question, a CRONA representative and an Employer representative to review the content of the nurse's job. Except to the extent specified above, removal of positions from the bargaining unit will not be reviewable under this Agreement.
- 1.4 The Employer agrees to notify CRONA in writing of any change in ownership, partnership or merger of Stanford Hospital and Clinics or a change of the entity that operates Stanford Hospital and Clinics where work is performed by nurses

covered by this Agreement. If the Employer retains control or majority ownership of the new owner or such changed entity, the terms and conditions of this Agreement shall be applicable to such work. In all other cases, upon CRONA's written request, the Employer will meet with CRONA to discuss CRONA's recommendations and suggestions concerning the effect of the change on CRONA Nurses, with the objective of ensuring the terms of the Agreement are kept in effect. The Employer shall not use any sale, transfer, or other mechanism for the purpose of evading the terms of the Agreement. The Employer is obligated to notify in writing any new owner, buyer or partner of the contract between the Employer and CRONA.

The Employer will notify CRONA in writing as soon as practicable but no later than thirty (30) days prior to any elimination of any unit or area of practice in which nurses covered by this Agreement are employed. Upon written request, the Employer will meet to discuss any proposed elimination and the effects of such elimination if any, upon the bargaining unit. The Employer shall not eliminate any unit or area of practice for the purpose of evading the terms of the Agreement.

SECTION 2 NO DISCRIMINATION

There shall be no discrimination by the Employer or by CRONA against any nurse or applicant for a position as a nurse on account of membership or non-membership in, and activity or non-activity on behalf of CRONA, or on account of sex, age, race, religion, creed, color, national origin, ancestry, physical or mental disability, sexual orientation, and veteran status as provided by law.

SECTION 3 EXCLUSIVE AGREEMENT, AMENDMENTS, TERM OF AGREEMENT

- 3.1 This Agreement and its appendices and any side letters executed herewith constitute the exclusive record of agreement between CRONA and the Employer on all matters relating to wages, hours, and working conditions.
- 3.2 The Employer and CRONA may mutually agree to amend or add to any provision of this Agreement, its appendices or side letters. Any such amendment or modification must be in writing executed by the duly authorized representatives of each party and any verbal modification or amendment shall be of no force or effect.
- 3.3 This Agreement shall be effective from April 1, 2004 and shall continue in effect up to and including March 31, 2007 and from year to year thereafter, unless, at least ninety (90) days prior to March 31, 2007 or at least ninety (90) days prior to any subsequent anniversary date thereafter, either party gives written notice to the other of its desire to terminate or make changes in the Agreement.

SECTION 4
OFFICIAL COMMUNICATIONS, REQUESTS FOR INFORMATION AND MEETINGS

- 4.1 Any official communications under this Agreement shall be sent to the CRONA office at an address supplied by CRONA as "President, CRONA"; and to the Employer as "Director of Employee and Labor Relations", or designee.
- 4.2 To the extent that CRONA may request information or data other than that provided by the terms of this Agreement, all such requests must be in writing by the CRONA President and directed to the Director of Employee and Labor Relations, or designee of the Employer. The Employer shall provide information requested to the extent relevant and necessary to CRONA's representation responsibilities under this Agreement. If all or part of any information requested by CRONA is considered confidential by the Employer, then CRONA and the Employer will discuss and mutually agree upon ways to safeguard the confidentiality of any information provided. The Employer may charge a fee for those requests which require special or extraordinary processing or staff time.
- 4.3 The Employer shall in good faith attempt to provide monthly to CRONA the following information for each bargaining unit nurse:
1. Name
 2. Mailing Address
 3. Social Security Number
 4. Retirement Plan
 5. CRONA Dues Status
 6. Telephone Number, if available
 7. Cost Center Assignment
 8. Commitment – "Staff" or "Relief"
 9. Staff Nurse Level
 10. Adjusted Hire Date
- 4.4 In addition the Employer shall provide CRONA with a monthly list of the names, dates of employment including the adjusted hire date if any, classification and cost center assignment of all newly hired bargaining unit Staff and Relief nurses, and the names of all bargaining unit nurses who have resigned or been terminated.
- 4.5 The Employer's meeting facilities shall be available to CRONA on an equal basis with other voluntary organizations.

SECTION 5
CRONA SECURITY AND DUES DEDUCTIONS

- 5.1 Current Employees. All nurses hired before July 1, 1978 may voluntarily remain or become members of CRONA or comply with the provisions of paragraph

5.2.1.a or 5.2.1.b. However, the Employer shall have no obligation to discharge or otherwise discipline any such nurse who does not desire to do so.

5.2 New Employees. It shall be a condition of employment that all nurses hired on or after July 1, 1978, shall, within thirty (30) days after the beginning date of such employment, either become and remain members of CRONA or comply with the provisions of 5.2.1.

5.2.1 Any nurse covered by this Agreement who, for personal or religious reasons, does not choose to conform to the membership requirements of 5.2, may petition CRONA in writing within thirty (30) days after the effective date of her/his employment. Such petition shall request, and by such request shall allow the nurse to cease membership in or not become a member of CRONA and to do either of the following on an annual basis:

- a. Through payroll deduction or by biweekly payments which correspond to the end of the Employer's pay periods, to remit to CRONA a service fee as a contribution toward the administration of this Agreement in an amount equal to the regular dues of CRONA; or
- b. If such nurse's choice is based upon religious reasons, to contribute in a manner agreeable to CRONA an amount equal to the regular dues of CRONA to a non-religious charity agreed to by CRONA. CRONA agrees that it will not unreasonably withhold its agreement as to the manner of such payments or the identity of any such charity.

5.2.2 Any nurse who falls within the provisions of 5.2.1 and who fails to comply with the provisions of such paragraph shall, upon notice of such failure in writing from CRONA to the Employer and after counseling of such nurse by the Employer and CRONA, be discharged or allowed to resign by the Employer no later than fifteen (15) days following receipt of written request from CRONA to terminate such nurse.

5.3 Payroll Deductions of CRONA Dues and Service Fees.

5.3.1 If authorized in writing by a nurse covered by this Agreement, the Employer will deduct from the wages of said nurse, in the manner and to the extent described below, the sum certified by CRONA as the periodic dues uniformly required by CRONA as a condition of membership, or as the service fee for administration of the Agreement, for the term of this Agreement.

5.3.2 No such authorization shall be effective until thirty (30) days after CRONA has filed with the Employer's Human Resources Department

the certification which is signed and dated by CRONA's President and Treasurer and states the amount of pay period dues uniformly required as a condition of membership, or service fee for administration of the Agreement. The certification previously filed shall be effective for the duration of this Agreement, unless CRONA files a new certification with the Employer at least thirty (30) calendar days in advance of a change in pay period dues.

- 5.3.3 All pay period deductions pursuant to this Section shall be deducted from each paycheck and shall be paid to CRONA within three (3) working days. Such remittances to CRONA shall be accompanied by pay period itemized statements showing the employee name, the amount of dues deducted, and cost center assignments. The deduction shall not be made for any nurse whose paycheck for the applicable pay period, after all other mandatory deductions have been made, is less than the sum certified in accordance with 5.3.2 of this Section, and, if such paycheck is less than the sum so certified, the Employer shall have no future obligation to deduct the amount from any succeeding paycheck of the nurse. A valid authorization, once revoked by a nurse, may not be reinstated within sixty (60) days of the date on which revocation was received by the Employer.
- 5.3.4 CRONA shall undertake to advise all newly hired Staff and Relief Nurses of their obligations under this Section. The Employer agrees to supply newly hired Staff and Relief Nurses with an informational packet which CRONA shall provide containing a CRONA Dues or Service Fee Deduction Authorization Form and a copy of this Agreement. The Employer at the time of hiring new bargaining unit nurses shall advise those nurses that the Employer recognizes CRONA as the exclusive bargaining representative on all matters related to wages, hours and working conditions. The Employer will afford each new bargaining unit nurse with an opportunity to sign the CRONA Dues or Service Fee Deduction Form at the time the CRONA informational packet is provided to the nurse.
- 5.3.5 CRONA shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in the deduction and remittance of CRONA dues as described in this section.
- 5.3.6 CRONA Membership Dues Or Service Fee Deductions

To: Stanford Hospital and Clinics:

For each pay period during which I work for Stanford Hospital and Clinics while this Authorization is in effect, I hereby direct that, from my earnings now or

hereafter payable to me from the Employer, there be paid to CRONA my CRONA membership dues or an equivalent service fee as indicated below, and I hereby authorize and direct you to deduct such sums from my earnings and pay the same for my account to CRONA. You are hereby authorized to deduct such sums from my earnings payable each pay period. I hereby authorize that this deduction of CRONA dues or equivalent service fee be given priority after all State and Federal benefit deductions required by law and medical benefit deductions have been met. The money deducted from my earnings shall be paid by the Employer to CRONA in such a manner as from time to time agreed upon between CRONA and the Employer.

This authorization shall be automatically canceled at such time as I am no longer employed in the bargaining unit represented by CRONA but shall otherwise remain in effect unless I revoke it by sending written notice to the Employer by registered mail, said revocation to become effective thirty (30) days after the revocation is received by the Employer. This authorization is entirely voluntary on my part.

Membership Dues

Service Fees

Print Name

Address

Signature

Last 4 digits of Social Security
Number

Date

Personal/Home
email/address (please print)
(Optional)

SECTION 6

CLASSIFICATION AND COMPENSATION PROCEDURES FOR STAFF NURSES

6.1 New Hires.

- 6.1.1 All newly hired Staff Nurses will serve a Trial Period of six (6) months, unless extended pursuant to Section 23 of this Agreement except current employees who have already served a trial period. During the

trial period or extension thereof a Staff Nurse may be terminated at any time at the Employer's sole discretion and the Employer's discretion shall not be subject to review under any provision of this Agreement.

- 6.1.2 Current employees of the Employer who have completed a trial period and are newly hired into a Staff Nurse or Relief Nurse position will serve a six (6) month probation during which s/he can be terminated for just cause. If in the judgment of the Patient Care Manager, the Staff Nurse is not meeting all the clinical nurse criteria at the end of the six (6) months but is making significant progress toward the clinical nurse criteria and overall job performance, the Patient Care Manager has the option to extend the probation period for an additional three (3) months.
- 6.1.3 The Employer will place newly hired Staff Nurses with six (6) months or less experience at the Staff Nurse I level. Newly hired Staff Nurses with more than six (6) months experience will be placed at the appropriate level and step based upon the Employer's assessment of the nurse's education and experience, at its sole discretion, provided that:
 - a. Experience must be within the past two (2) years.
 - b. Experience must be applicable to the unit or area(s) in which the Staff Nurse is hired, as determined by the Patient Care Manager.
- 6.1.4 After completion of not more than three (3) months of employment, the Employer will give the Staff Nurse an informal, interim evaluation. If the Staff Nurse is having difficulty in meeting expectations during this three (3) month period, the evaluation will be in writing. After completion of not more than six (6) months of employment, the Staff Nurse will be evaluated for the purpose of Staff Nurse level placement in accordance with the established Clinical Performance Criteria. This provision does not limit in any way the right of the Employer to terminate a Staff Nurse without cause during the trial period; nor does it give rise to any claim concerning such terminations under the Grievance and Arbitration provisions.
- 6.1.5 If the Staff nurse is not performing at the appropriate level after the initial six (6) months of employment, the Employer will determine which of the following actions it deems to be appropriate and act accordingly.
 - a. Extension of trial period pursuant to Section 23 up to a maximum of three (3) months, with postponement of any salary increase. The Staff Nurse will be evaluated at the end of the extension period and reclassified at the Staff Nurse level consistent with

his/her performance, or if the Employer determines that performance is still unsatisfactory, terminated.

- b. Immediate reclassification to the level consistent with the nurse's clinical performance with salary decrease processed as necessary and the trial period extended pursuant to Section 23 up to a maximum of three (3) months. The Staff Nurse will be evaluated at the end of the extension period and reclassified accordingly, or if the Employer determines that performance is still unsatisfactory, terminated.
- c. If the Employer determines that extension of the trial period is not appropriate, the Staff Nurse will be terminated.
- d. The Employer may determine, at its sole discretion, that the Staff Nurse be transferred (to be restricted to one transfer) to a more suitable position. If a transfer is deemed appropriate, the trial period will be extended pursuant to Section 23 up to maximum of three (3) months. The Staff Nurse will be evaluated at the end of the extension period and reclassified at the appropriate Staff Nurse level or if the Employer determines that performance is still unsatisfactory, terminated.
- e. If a Staff Nurse placed at the Staff Nurse III or IV level upon hire has not met all of the criteria required to maintain the Staff Nurse's status at that level within a period of nine (9) months after hire, the Employer may extend the period for three (3) months if the Staff Nurse has substantially completed the criteria, or may reclassify the Staff Nurse to the level consistent with the criteria met, if any, and a salary decrease processed as necessary.
- f. *The Employer will not reclassify a Staff Nurse downward pursuant to this subsection by more than one (1) level on a single occasion, except that the Employer may reclassify a Staff Nurse IV to the Staff Nurse II level, provided that it has given the Nurse three (3) months' written notice that the Nurse is not meeting the clinical performance requirements and standards and/or criteria specifying those requirements and/or criteria standards where the Nurse is deficient and the improvement required.*

6.2 Transfers After Completion of Trial Period – Staff and Relief.

- 6.2.1 A Nurse of Stanford Hospital and Clinics and Lucile Packard Children's Hospital who has completed the trial period shall be eligible for transfer to a position represented under this Agreement. Such transfer shall be in accordance with applicable transfer procedures of this Agreement.

A Nurse who transfers to a position represented under this Agreement shall maintain her/his adjusted hire date, and shall be eligible for benefits and other terms in accordance with this Agreement based on the employee's adjusted hire date, if any.

In the first year of employment following the transfer, the Nurse shall have all applicable benefits appropriately prorated not to exceed the amount provided under the terms of all Agreements for that year.

Nothing in this Agreement shall permit the involuntary transfer of a Nurse from a position represented by CRONA to a position not represented by CRONA.

- 6.2.2 If the Staff Nurse requests a transfer and the transfer is approved or the Staff Nurse is involuntarily transferred, s/he has nine (9) months to meet the Clinical Performance Criteria of that area at her/his Staff Nurse level. After completion of not more than six (6) months, the Staff Nurse will be provided an informal evaluation regarding her/his progress towards meeting the Clinical Performance Criteria. If the nurse is not meeting the performance level at the end of the nine (9) months, reclassification downward will occur to the next lower Staff Nurse level with salary decrease processed immediately as necessary. Thereafter the Staff Nurse shall be subject to the provisions of this Section.

The Patient Care Manager has the option to extend the transfer period for any period not to exceed an additional three (3) months where, in her/his judgment, the nurse is making significant progress toward the clinical nurse criteria and overall job performance. Extension under these circumstances shall not be unreasonably withheld. If at the end of the extended transfer period the Staff Nurse is not meeting the performance level, reclassification downward will occur to the next lower Staff Nurse level with salary decrease processed immediately as necessary. Thereafter the Staff Nurse shall be subject to the voluntary and involuntary reclassification provisions of this Section.

6.3 Reclassifications After Completion of Trial Period – Staff Nurses.

- 6.3.1 Voluntary. Staff Nurses have the option to request reclassification to a lower level. Written documentation of this choice is to be placed in the personnel file of the individual Staff Nurse.
- 6.3.2 Involuntary – Non-Transfer. If a Staff Nurse is not meeting the Clinical Performance Criteria, the individual will be given a maximum of three (3) months to meet the criteria. If the Staff Nurse does not meet the criteria at the end of the time granted s/he will be reclassified

downward to the next lower level with salary decrease processed as necessary.

6.4 Rehires – Staff Nurses.

- 6.4.1 If rehired into the same or similar unit within twelve (12) months of resignation, the Staff nurse is placed at the Staff Nurse level and step that had been attained at the time of resignation. The Nurse's date of eligibility for the next step increase if rehired into a regular position will be adjusted for the period of resignation, layoff or termination and the Nurse will be eligible for a step after serving twelve (12) months of employment on the step. Eligibility for longevity steps will be according to Appendix "A". To the extent operationally feasible the Staff Nurse may return to the same shift rotation held at the time of resignation. The Employer will determine whether a unit is similar based on its review of the clinical skills and experience required. If hiring into a unit other than the same or similar unit the Staff Nurse will be treated as a new hire.
- 6.4.2 If rehired after twelve (12) months from resignation with no intervening employment, the Staff Nurse will be considered as a new hire. The Employer will evaluate any intervening employment to determine appropriate placement.
- 6.4.3 If a Staff Nurse is rehired into the same unit within two (2) years from resignation, and has had continuous clinically comparable employment as determined by the Patient Care Manager, the nurse is placed in the Staff Nurse level and step that had been attained at the time of resignation. If hiring into a different unit the nurse will be treated as a new hire.
- 6.5 Classification and compensation procedures for Relief Nurses are set forth in section 11 of this agreement.

SECTION 7 COMPENSATION

7.1 Salary Placement.

- 7.1.1 Staff Nurse I will be hired at the Staff Nurse I salary rate. After six (6) months, provided performance is satisfactory, the Staff Nurse I will be reclassified to the Staff Nurse II, step 2 rate. After the next six (6) months, provided performance is satisfactory, the Staff Nurse will move to the Staff Nurse II, step 3 rate. Thereafter, step increases will occur effective the pay period during which the Staff Nurse's annual review date falls in accordance with applicable procedures of Section 7.1.2.

- 7.1.2 If a Staff Nurse II, III, or IV is hired on Step 2, progress to Step 3 will occur six (6) months following the Nurse's hire date providing performance is satisfactory. Salary step increases for Step 4 through 7 shall occur each year effective the pay period during which the Staff Nurse's annual review date falls, providing performance is satisfactory. Staff Nurses will progress to Step 8 upon completion of seven and one-half (7-1/2) years of continuous service with the Employer and one (1) year completed at Step 7, provided performance is satisfactory. The Employer will initiate payroll action for salary step increases on a timely basis providing that performance is satisfactory, unless the Staff Nurse has not timely completed her/his responsibilities under performance evaluation procedures, outlined in Section 22.
- 7.1.3 There shall be no adjustment of annual review date as a result of any interim evaluation or change in Staff Nurse classification. Definitions of qualifications of Staff Nurse classifications, (experience, educational preparation, ability, etc.) shall be in accord with classification guidelines established by the Employer. (Salary step progression for Relief Nurses is specified in Section 11.)
- 7.1.4 Prior to revising or establishing qualifications, the Employer shall notify CRONA. Upon the request of CRONA, CRONA shall be given the opportunity to participate in a mutual effort to revise or establish such qualifications. The Employer shall make the final determination of the definition of qualifications, recognizing that the Employer holds the ultimate responsibility and accountability for nursing practice and standards.
- 7.1.5 The Employer shall not use the determination of Clinical Performance Criteria to restrict the number of Staff Nurses at a particular level. However, this does not prevent the Employer from amending the current Clinical Performance Criteria for reasons other than restricting the number of Staff Nurses at a particular level. Amendments to the Clinical Performance Criteria are subject to the provisions set forth above regarding the revising and establishing of qualifications.
- 7.1.6 Any Staff Nurse hired during the term of this Agreement will be initially compensated in accordance with the procedures set forth in Section 6 of this Agreement. Upon completion of three (3) months of employment and again after completion of six (6) months of employment such nurse will be evaluated for purposes of reclassification in accordance with clinical performance criteria established by the Employer.
- 7.1.7 A Staff Nurse is eligible to advance to the next or higher Staff Nurse classification level if in the judgment of Supervision s/he meets the applicable Staff Nurse Clinical Performance Criteria. Nothing shall

restrict the Employer's right to determine the qualifications required for a particular Staff Nurse classification.

7.1.8 A Staff Nurse promoted to a higher classification will be paid in accordance with the compensation schedule for that classification effective the pay period in which the reclassification was made.

7.1.9 Procedures for annual performance evaluations are set forth in Section 22 of this Agreement. In addition, a Staff Nurse may request up to two (2) interim evaluations in a twelve (12) month period. Requests for interim evaluation shall be presented to the nurse's supervisor in writing. The interim evaluation will occur within thirty (30) days following receipt of the written request. The supervisor shall schedule an appointment with the Staff Nurse fifteen (15) days prior to the date scheduled for the interim evaluation to discuss the Staff Nurse's performance. On the date set for the interim evaluation the Staff Nurse will provide a written self-evaluation and the supervisor will provide the Staff Nurse with a written performance evaluation.

7.1.10 Step increases for regular Staff Nurses will be implemented as follows:

Step 3: After 6 months at Step 2

Step 4: After 1 year at Step 3

Step 5: After 1 year at Step 4

Step 6: After 1 year at Step 5.

Step 7: After 1 year at Step 6.

Step 8: After 1 year at Step 7 and 7.5 years of continuous Employer service.

Step 9: After 15 years of continuous Employer service (this will not be effective until the Nurse has met the requirements of Step 8).

Step 10: After 20 years of continuous Employer service (this will not be effective until the Nurse has met the requirements of Step 8).

The longevity step increases for Steps 8 through 10 for eligible nurses shall occur the pay period in which the Adjusted Hire Date falls.

7.2 Part-time Nurses. Part-time Staff Nurses shall be paid in accordance with the salary schedules in Appendix "A" on an all hours worked basis. Staff Nurses may work a portion of the Staff Nurse's actual commitment in more than one unit with the written approval of the Patient Care Managers of the units involved. In

such cases the Personnel Action Form will reflect the total actual commitment worked.

- 7.3 Resource Nurse Differentials. Nothing shall restrict the Employer's right to determine when a Resource should be appointed or to designate Staff Nurses to assume the responsibilities of Resource. The Employer shall seek volunteers first provided that, in the Employer's judgment, the Nurse possesses the requisite skill and ability to perform the Resource role. The Employer will provide orientation to maintain an adequate pool of Resource Nurses. Staff Nurses so designated will be paid in accordance with the salary schedules set forth in Appendix A and will receive in addition a differential of two dollars (\$2.00) per hour for which the Staff Nurse is designated and acts as Resource. Staff Nurses designated and acting in the capacity of Assistant Patient Care Manager (APCM) or Patient Care Manager (PCM) pursuant to 7.4 do not receive the Resource differential.
- 7.4 Work Outside Staff Nurse Classifications. The Employer has the right to designate Staff Nurses to work temporarily in positions outside the bargaining unit classifications described in Section 1 of this Agreement. Any Staff Nurse who is designated and acts as and in lieu of an APCM or PCM for a continuous period of greater than fifteen (15) calendar days shall be designated in writing as an "Acting" APCM or PCM and receive an "Acting" differential of sixteen dollars/day (\$16/day) for each complete eight (8) hour shift for which the Staff Nurse is designated as "Acting" APCM or PCM; and twenty-four (\$24.00) for each complete twelve (12) hour shift for which the Staff Nurse is designated as "Acting" APCM or PCM for each additional day worked in this capacity which is in excess of the fifteen (15) calendar day period. Such written designations shall automatically terminate on the end date specified on the initial designation unless extended in writing. Any temporary designation as an acting APCM or PCM or other non-unit position shall not result in any reclassification of a Staff Nurse or in the loss of any seniority or change of any CRONA benefits during the time such position is held. A Staff Nurse's temporary assignment outside the CRONA bargaining unit shall not otherwise be subject to review under this Agreement.
- 7.5 Shift Differentials.
- 7.5.1 Purpose. Shift differentials are intended to provide additional compensation for the evening and night shift.
- 7.5.2 Shift Definitions (for Shift Differential Purposes).
- Evening Shift. The evening shift shall include all scheduled shifts where the majority of hours occur after 2:00 p.m.
 - Night Shift. The night shift shall include all scheduled shifts where the majority of hours occur after 10:00 p.m.

- 7.5.3 Payment. A differential of ten percent (10%) will be added to the base wage rate for all regularly scheduled "evening" shifts worked; a differential of sixteen percent (16%) percent will be added to the base wage rate for all regularly scheduled "night" shifts worked.
- 7.5.4 Weekend Differential. Any nurse assigned to work on a weekend will receive a differential based upon five percent (5%) of the Staff Nurse's base wage rate.
- 7.5.5 Part-time Shifts. The applicable shift differential will be paid for shifts of less than eight (8) hours only if at least half of the hours worked are between the hours of 6:00 PM and 6:00 AM.
- 7.5.6 Combination of Shifts.
- a. Evening/Night. If a nurse works a combination of evening shift and night shift hours, and a majority of the hours are before 10:00 PM, the evening rate will be paid; if a majority of the hours are after 10:00 PM, the night rate applies. (Example: A nurse works from 9:00 PM to 5:30 AM. The night shift rate applies.) If an equal number of hours is worked both before and after 10:00 PM, the night shift rate applies.
 - b. Day/Evening or Night.
 - (1) If a nurse works an eight hour shift which is a combination of day shift and either evening or night shift hours, the applicable shift differential will be paid only if at least half of the hours worked are between the hours of 2:00 PM and 6:00 AM.
 - (2) If a nurse works a ten hour shift which is a combination of day shift and either evening or night shift hours, the applicable shift differential will be paid only if at least half of the hours worked are between the hours of 3:00 PM and 7:00 AM.
 - (3) If a nurse works a twelve hour shift which is a combination of day shift and either evening or night shift hours, the applicable shift differential will be paid only if at least half of the hours worked are between the hours of 3:45 PM and 7:15 AM.
- 7.5.7 Differential for PTO Hours. A differential of ten percent (10%) or sixteen percent (16%) respectively will be paid to Staff Nurses claiming PTO if they are permanently assigned to evenings or nights. Permanent assignment constitutes an anticipated or realized six (6) months of assignment. This assignment is agreed upon by the Staff

Nurse and department and indicated on a signed Personnel Action Form.

7.5.8 Contiguous Overtime (immediately preceding or following a regular shift). A nurse working overtime hours which are contiguous to a regular shift will receive the higher shift differential of the two (2) shifts worked. A Staff Nurse working hours in accordance with the Short Notice Compensation provision which are contiguous to a regular shift, will receive the highest shift differential for the Short Notice Compensation hours worked.

7.5.9 Non-contiguous Overtime. A nurse working overtime hours which are not contiguous to a regular shift will be paid shift differential at the rate applicable to the shift in which the overtime hours are worked.

7.6 Overtime Compensation.

7.6.1 Except as otherwise provided in this Agreement, nurses will be paid overtime as follows:

- a. For nurses regularly assigned to work twelve (12) hour shifts, overtime will be paid for all hours worked in excess of twelve (12) in the work day at the rate of two times (2x) the nurse's regular rate;
- b. For nurses regularly assigned to work shifts of eight (8) or more hours, but less than twelve (12) hours, overtime premium will be paid for all hours worked in the work day in excess of the regularly scheduled shift (e.g. 8, 9, 10, or 11) up to twelve (12) total hours worked at the rate of one and one-half (1-1/2) times the nurse's regular rate, and for all hours worked in the work day in excess of twelve (12) hours at the rate of two times (2x) the nurse's regular rate;
- c. Nurses will also be paid overtime premium for all hours worked in excess of forty (40) hours in the workweek, or, in the case of Nurses, who regularly work eight (8) hour shifts pursuant to the 8/80 pay plan, for all hours worked in excess of eighty (80) hours in the fourteen (14) day work period. Unless the parties agree otherwise, the fourteen (14) day work period for nurses working the 8/80 pay plan shall coincide with the pay period.

7.6.2 For purposes of overtime calculation, hours worked will include time actually worked, but will not include any time for which the time and one-half (1-1/2) premium or the double time premium has been paid.

7.6.3 The Employer will make reasonable efforts to secure volunteers from the staff on premises, including nurses not covered by this Agreement.

and from resources outside the hospital, to replace a nurse who is unable to work overtime.

A Nurse who is too fatigued or ill to perform his/her duties safely will inform the Manager and be relieved of duty.

- 7.6.4 Double Back Premium. Any Staff Nurse assigned to rotating shifts who is scheduled, unless by her/his request, to work within eight (8) hours after the end of a scheduled shift shall be paid overtime rates for the entire second shift.

When a nurse is required to stay involuntarily past the scheduled end of her/his shift due to the Employer's business, and if the nurse does not receive a break of at least eight (8) hours, any shift begun during this eight (8) hour period will be paid at the applicable overtime rate for the entire shift.

- 7.6.5 Except as explicitly stated in 7.6.1, nothing in this Agreement shall be applied to require compensation greater than one and one-half (1-1/2) times a nurse's regular hourly rate of pay for any period worked.

- 7.7 On-Call Systems. There are two types of On-Call, titled "Restricted" and "Unrestricted".

- 7.7.1 Restricted On-Call. This type of On-Call is considered to be hours worked and will be compensated accordingly. The nurse is required to remain on-call on the Employer's premises or at some designated place (within a restricted geographical area.)

- 7.7.2 Unrestricted On-Call. This type of On-Call is not considered to be hours worked. The nurse is not required to remain on the Employer premises or any other particular place, but is required to leave word where s/he may be reached by telephone. The Employer will compensate a nurse on unrestricted on-call at one-half the hourly base wage rate for scheduled unrestricted on-call hours. If a nurse is called into work while on unrestricted on-call status, s/he will be paid at the rate of one and one-half (1-1/2) times the regular hourly rate of pay for actual hours worked and will be guaranteed a minimum of two (2) hours pay at this rate, unless, with supervision's approval the nurse wishes to return to her/his home to resume on-call status. A nurse called in to work under this paragraph will be compensated according to subsection 7.6 for any overtime hours worked.

- 7.7.3 Sleep Room. The Patient Care Manager or Supervisor will identify a location to sleep for those nurses on restricted or unrestricted on-call who have worked a minimum of sixteen (16) consecutive hours or who have less than eight (8) hours before their next scheduled shift begins.

- 7.8 Short Notice Compensation. To meet a staffing need a Staff Nurse (includes Relief Nurses) may be called on short notice to report for work. If the nurse called for work is not in an on-call status on an established on-call system, the following shall apply, except in situations where a Staff Nurse previously scheduled to work and canceled has been called in to work within one (1) hour of the initial cancellation.
- 7.8.1 a. A Staff Nurse requested to report to work prior to the normal starting time of her/his assigned shift will be paid one and one-half (1-1/2) times the regular hourly rate for all early hours worked. Once the Staff Nurse's regularly schedule shift begins, the Staff Nurse will be paid at the regular hourly rate for the first eight (8) hours (excluding the early hours), one and a half (1-1/2) times the regular hourly rate for hours in excess of eight (8) but less than twelve (12), and double the regular hourly rate for hours in excess of twelve (12) in that workday.
- a. A Staff Nurse who is scheduled for and works a twelve (12) hour shift who is requested to work prior to the normal starting time of her/his assigned shift will be paid at double time for all early hours worked. A nurse working overtime contiguous to a regular shift will receive the higher shift differential of the two (2) shifts worked for the overtime hours. (Cross reference section 14.5.8)
- 7.8.2 A Staff Nurse requested to report back to work on a day in which he or she has already worked will be provided one and one-half (1-1/2) times the regular hourly rate for each hour in that workday in excess of eight (8) but less than twelve (12), and double the regular hourly rate for each hour in excess of twelve (12). When the Staff Nurse's twenty-four (24) hour work day ends a Staff Nurse who continues to work a regularly scheduled shift will be paid at the regular hourly rate regardless of overtime hours worked in the previous workday.
- 7.8.3 a. A Staff Nurse requested to report back to work on a scheduled day off, without receiving at least six (6) hours advance notice, will be paid one and a half (1-1/2) times the regular hourly rate of pay, with a guaranteed minimum of four (4) hours, for all hours through the twelfth (12th) hour, and double the Staff Nurse's regular hourly rate of pay for all hours in excess of twelve in the workday. When the Staff Nurse's regular scheduled workday begins, the Staff Nurse will be paid at regular rates, regardless of the number of overtime hours worked the previous day except as otherwise provided in section 7.6.5.
- a. A Staff Nurse requested to report back to work on a scheduled day off by pre-arrangement (more than six (6) hours notice) is compensated at regular hourly rates unless overtimes rates are

applicable because the Staff Nurse is working more than eighty (80) hours in a pay period or eight (8) hours in a day.

7.9 Staff and Committee Meetings.

7.9.1 Staff Meetings. Nurses will be paid for attending staff meetings outside of the Nurse's regularly scheduled shift. If the meeting is contiguous with the Nurse's shift, the pay rate will include the Nurse's regular shift differential, if any, and overtime premium, if applicable.

7.9.2 Committee Meetings. Nurses will be paid for time spent attending and performing required duties as a member of a committee created, recognized and sponsored by the Employer. The Employer and the Nurse must agree on the appointment to, or participation in, such a committee and the extent to which the Nurse is authorized to perform duties other than attendance at the meeting. If the meeting is contiguous with the Nurse's shift, the pay rate will include applicable shift differential, if any, and overtime premium, if applicable.

**SECTION 8
CLASSIFICATION AND COMPENSATION PROCEDURES FOR TRAINING
PROGRAMS**

The Employer supports job oriented training and professional enrichment through the provision of selected Employer programs offering expanded specialty training opportunities. The Employer has the responsibility to make the final determination of the need for and definition of such programs at its sole discretion.

8.1 Extended Orientation Training Programs.

8.1.1 To the extent the Employer provides in house Extended Orientation Training Programs in certain specialty areas participation is open, subject to enrollment limitations, to all current Staff Nurses of the Employer who have successfully completed their trial period and to other external Registered Nurse applicants deemed qualified by the Employer. Successful applicants will be eligible to fill available positions within the specialty area upon successful completion of the program.

- a. Current Staff Nurses of the Employer who apply and are selected for an Extended Orientation Training Program will continue to be compensated at the Staff Nurse level and step attained at the time of entry into the program. External Registered Nurse applicants who are selected for such programs will be hired into the program at the Staff Nurse II level except in the O.R. where external participants may be hired at the Staff Nurse I level.

- b. The terms and conditions for completion of Extended Orientation Training Programs are set at the sole discretion of the Employer and not reviewable under the terms of this Agreement. Following successful completion of the program the Staff Nurse will be evaluated by the Employer to determine appropriate Staff Nurse level within the specialty area. A non-trial period Staff Nurse will be given up to a maximum of six (6) months (including the time spent in the training program) to meet the Clinical Performance Criteria for the new specialty area. If the Staff Nurse does not meet the criteria at the end of the six (6) month period s/he will be reclassified downward to the appropriate Staff Nurse level. Salary decrease will be processed as necessary three (3) months from date of reclassification. The Patient Care Manager has the option to extend the above referenced period for any period not to exceed an additional six (6) months if, in her/his judgment, the nurse is making significant progress toward the clinical performance criteria and overall job performance. Extension under these circumstances shall not be unreasonably withheld. If, at the end of the extended period the Staff Nurse is not meeting the performance level, reclassification downward will occur to the appropriate Staff Nurse level with salary decrease processed immediately as necessary. A downward reclassification is not considered to be an involuntary reclassification under Section 6.3.2 of the Agreement.
- 8.1.2 Current Staff Nurses who apply to Extended Orientation Training Programs will be given preference, if qualified, over external applicants unless in the judgment of the Employer the external applicant is better qualified. Selection for such training programs is not otherwise reviewable under the terms of this Agreement.
- 8.1.3 A current Staff Nurse accepted into an Extended Orientation Training Program will maintain her/his appropriate Employer hire date and will suffer no loss of related Staff Nurse benefits during the period of time in the program.
- 8.2 Tuition Based Specialty Training Programs. To the extent the Employer provides Tuition Based Specialty Training Programs, participation in such programs is open, subject to enrollment limitations, to all qualified Registered Nurse applicants.
- 8.2.1 Current Staff Nurses who apply to Tuition Based Programs will be given preference, if qualified, over external applicants unless in the judgment of the Employer the external applicant is better qualified. Selection for such training programs is not otherwise reviewable under the terms of this Agreement.

- 8.2.2 Participants in Tuition Based Programs will be considered *student/trainees and not employees* of Stanford Hospital and Clinics during the time spent in the program and as such not included in the bargaining unit represented by CRONA. The terms and conditions for completion of such programs are set at the sole discretion of the Employer and not reviewable under the terms of this Agreement.
- 8.2.3 Staff Nurses accepted into such programs will be considered to be on an approved Educational Leave of Absence as defined in Section 15 of this Agreement for the period of time spent in the program.
- 8.2.4 Successful graduates of tuition based training programs are eligible for hire into the specialty area covered by the program to the extent vacancies exist. *External applicant program graduates will be considered new hires and evaluated as such pursuant to Section 6 of the Agreement.*
- 8.2.5 Staff Nurses successfully completing the program will be qualified over *external applicant graduates unless, in the judgment of the Employer the external applicant is better qualified.* Staff Nurses will be evaluated as transfers pursuant to Article 6.2 of the Agreement. Selection for hire is not otherwise reviewable under the terms of this Agreement.

SECTION 9 BENEFITS

- 9.1 All nurses covered by this Agreement are eligible to participate in the benefit programs enumerated in this Section as the terms for the programs are set forth below, provided that the nurse meets the eligibility requirements for each plan. The Employer may alter the criteria for eligibility provided that no nurse who is *eligible for a benefit upon the execution of this Agreement becomes ineligible because of the changes.* Specific eligibility requirements for relief nurses are set forth in Section 11 of this Agreement.
- 9.2 The Employer shall have the right to alter the benefits or carrier of any of the plans enumerated in this Section. Thirty (30) days prior to the implementation of any such changes the Employer shall notify CRONA of any such proposed changes and upon CRONA's request meet with CRONA to review the proposed changes in an attempt to reach mutual agreement regarding modifications. If mutual agreement is not reached, the Employer shall maintain substantially equivalent benefits and plans as enumerated hereunder during the term of this Agreement. In the event the Employer makes changes which include improvements for unrepresented employees in the benefits described in Section 9 which are common to both the CRONA unit and such unrepresented employees, CRONA will be offered the opportunity to accept those changes; provided that CRONA's acceptance is based on the changes in their entirety.

The Employer shall meet annually with CRONA prior to plan renewal to discuss problems regarding claims, administration and access issues of the health plan. If the health plan is put out for bid the Employer agrees to meet with CRONA to review the criteria to be placed in the Request For Proposal, and to meet with CRONA prior to the selection of a carrier.

- 9.3 The Employer provides the following benefits to all nurses who are eligible in accordance with the terms of this Agreement. The various plans are summarized herein. Eligibility and coverage available for relief nurses is specified in Section 11 of this Agreement. CRONA understands and agrees that the descriptions below do not purport to recite completely the coverage or eligibility requirements for the plan, the details of which are subject to periodic review and modification by the Employer.

- 9.3.1 Medical Coverage. The Employer shall provide as one option a basic and major medical plan with no charge for self and children coverage, which it may change from time to time, provided that such changes shall not involve distinction based upon membership or non-membership in CRONA. This coverage is provided to all nurses covered by this Agreement except that specific eligibility requirements for Relief Nurses are set forth in Section 11.

For Health insurance plans currently in effect, increases in the employee's contribution can not be greater than the percentage increase in the premium of that plan.

- 9.3.2 Pre-placement and Annual Physical Examinations. All nurses must be cleared by an Employer designated Physician or Nurse Practitioner before being scheduled to work at Stanford Hospital and Clinics. The examination will include those elements which the Physician or Nurse Practitioner determines are appropriate in evaluating a nurse's health relative to employment by the Employer, e.g., personal and family medical history, an examination, laboratory studies, immunizations and other relevant procedures. At the end of one (1) year of continuous employment and annually thereafter, a nurse may obtain a physical examination by an Employer designated Physician or Nurse Practitioner without cost to the nurse. The examination will include those elements which the Employer determines are appropriate in evaluating a nurse's health relative to continued employment by the Employer.

- 9.3.3 Dental Plan. Eligible nurses and their dependents will be covered by a dental plan in accordance with the following. When both parents are employed by Stanford Hospital and Clinics, dependent children may be covered under each parent's dental plan.

- a. Limits.
- (1) Orthodontic services are provided only to eligible dependent children and limited to fifty percent (50%) coverage and a maximum reimbursement of One Thousand Dollars (\$1,000.00) per child.
 - (2) Other dental services are provided to eighty percent (80%) with a maximum dollar amount paid by the plan per calendar year of One Thousand Five Hundred Dollars (\$1,500.00) per individual covered or as otherwise improved by the plan summary document.
- b. Optional Coverage. The nurse's spouse/domestic partner may be enrolled in the plan at group rates, at the option of the nurse. The spouse/domestic partner must be enrolled within one month of the nurse's eligibility or enrollment may be delayed to dates established by the insurance carrier.
- c. Payment of Premiums.
- (1) Premiums for the dental insurance provided are paid by the Employer for the covered nurse and all eligible dependent children enrolled in the program.
 - (2) Premiums for spouse/domestic partner coverage elected by the nurse shall be paid through automatic paycheck deductions upon the employee's written authorization.
- d. Detailed Information. Plan details shall be maintained in the Human Resources Department and made available to employees upon request.

9.3.4 Vision Plan. The Employer shall provide a vision care plan.

9.4 Retirement Plan. The Employer's Retirement Plan for eligible Staff Nurses covered by this Agreement is described herein. It is understood that the description does not purport to recite completely the coverage, eligibility requirements, carrier or other details.

9.5 Paid Time Off.

9.5.1 Purpose and Rate of Pay. Paid Time Off (PTO) allows more flexibility and individual management of time off subject to the Employer's reserved right to determine scheduling and ensure the continuity of patient care. PTO compensates Staff Nurses at their hourly base wage rate of pay when they are absent from work for such purposes as vacation, illness, holidays, family emergencies, religious observances,

preventive health and dental care, and other excused elective absences. A Staff Nurse permanently assigned to evenings or nights at the time of payment will receive a differential of ten percent (10%) or sixteen percent (16%), respectively, based upon the hourly base wage rate. Permanent assignment constitutes an anticipated or realized six (6) months of assignment. This assignment is agreed upon by the Staff Nurse and department and indicated on a signed Personnel Action Form.

9.5.2 Eligibility. All Staff Nurses (excludes Relief) who are categorized as regular or trial period whether full-time or part-time are eligible for PTO.

9.5.3 Accrual.

- a. PTO is accrued on the basis of productive hours worked, including holidays, educational hours, CRONA days, short notice compensation, and overtime at established accrual rates on a maximum of eighty (80) hours in a pay period. Except that eight (8) hour double shifts worked in a workday may result in an accrual of PTO over eighty (80) hours in a pay period.
- b. PTO accrual will continue for all hours off on Jury Duty and legal appearances as defined in Section 27, for hours the Staff Nurse would normally have been scheduled to work.
- c. The following accrual rates are derived from the assumption that a Staff Nurse who works full time will take off the PTO days s/he earns in a year. The PTO days and hours per year are listed for illustrative purposes only to show the PTO days and hours which will accrue each year, for an 8-hour full-time employee, if all permissible PTO is used in such year.

Years of Service	Time Accrued Per Hour Worked	Projected Annual Hours For Full-Time 8-Hr Employee	Projected Annual Days For Full-Time 8-Hr Employee
First year of employment	.1111	208	26
2 nd through 3 rd year	.1354	248	31
4 th through 9 th year	.1607	288	36
10 th & subsequent years	.1764	312	39

9.5.4 Use of PTO.

- a. PTO may be used as soon as it is earned. PTO may not be used in advance and may not be used on regularly scheduled days off.

- b. PTO, as with all other time off, such as absent time, must, except in unusual circumstances, be requested in writing in advance of the time off desired, and approved in writing by the Supervisor, except for an emergency or illness. Approval will be based upon the Employer's determination of its staffing needs. When time off is requested without prior approval due to an emergency or illness, a specific reason for the request is to be given and accrued PTO time must be used. The Staff Nurse requiring time off without prior approval must call at least two (2) hours before the start of the assigned shift. If the department is not open before the start of the shift, the employee has sixty (60) minutes after the opening of the office within which to call. If the Staff Nurse does not have approval for each day of absence, it shall be considered an unpaid, unexcused absence. Such absences can become cause for disciplinary action. The Employer may request a doctor's certificate of illness, to be documented by a treating licensed health care provider and/or require the Staff Nurse to be seen by the Employer's designated Physician or Nurse Practitioner if the amount of time off due to illness is deemed excessive by the Employer.
- c. The Employer shall use its best efforts to provide Staff Nurses rotating off the night shift to the day shift with a schedule which allows two (2) consecutive unpaid twenty-four (24) hour periods off between shifts. In the event two (2) consecutive unpaid twenty-four (24) hour periods off are not scheduled, the Staff Nurse may request, at her/his option, either Absent Days or PTO. Such scheduling and such requests shall be given preferential treatment over other PTO requests. Such requests shall not affect the Staff Nurse's rights to receive premium pay for weekends when appropriate under the terms of this Agreement.
- d. PTO or an absent day may be offered to and accepted by a Staff Nurse if such Staff Nurse is extra on her/his respective unit and cannot in the determination of the Employer be utilized elsewhere to meet a staffing need.
- e. In units where there is prolonged low census, those nurses who have depleted their PTO will be eligible, depending on operational needs, for up to two weeks of vacation annually without pay. CRONA and Nursing Administration will mutually agree on the definition of a period of prolonged low census.
- f. PTO shall be granted to Staff Nurses having Herpes who are assigned to specialty units (Delivery Room, Nurseries), and cannot be utilized in other areas.

- g. Nurses not allowed to work because of on-the-job exposure to a communicable disease are entitled to be compensated under the terms of the workers' compensation policy provided by the Employer for the duration of the incubation period or until such time that the Employer determines is appropriate for protecting the health and safety of the nurse, coworkers-workers, and patients. Accrued PTO may be used during the waiting period for workers' compensation and to supplement any such workers' compensation payments to equal half or all of the nurse's regular earnings (at regular hourly rate of pay).
- h. If a holiday falls within an orientation period and a new hire is not sufficiently oriented to be assigned work for the day, the new hire will be scheduled for PTO if desired, if sufficient PTO has been accrued. Otherwise the new hire will be scheduled for absent days.
- i. Accrued PTO may be used during any waiting period for State Disability Insurance or Workers' Compensation and to supplement any such disability payments during a period of disability to equal half or all of the Staff Nurse's regular earnings (at regular hourly rate of pay).
- j. If work is not available on a holiday, the nurse may use either PTO or Absent time.
- k. All accumulated PTO will be paid in a separate paycheck upon termination.
- l. Staff Nurses shall accrue PTO hours up to five hundred twenty (520) and all hours in excess thereof shall automatically be cashed out on the last payday of August each year; provided, however, that for Staff Nurses who have an accrued PTO balance that is in excess of 520 hours, the Employer will cash out up to 250 hours on the last payday of August each year until the Staff Nurse's PTO balance is reduced to 520 hours. In addition, on a "one time only" basis, on the first pay period of August, 2004, each Staff Nurse can elect to transfer up to 80 hours of accrued PTO into his/her ATO account.
- m. All Staff Nurses shall be permitted to cash out hours in the event of an "unforeseeable emergency" within the meaning of the Internal Revenue Service rules or guidelines. Nurses must submit a request for approval form to the Vice President of Patient Care with the required supporting documentation. If approved by the Director of Employee and Labor Relations, payment will be made to the Nurse. Employer decisions to

approve or deny requests for cash outs shall be final and binding and not reviewable under the terms of this Agreement.

- n. A Staff Nurse changing status from regular to relief will have the following options:
- (1) Immediate cash-out of all PTO hours accrued at her/his hourly base wage rate (not including any applicable relief per diem)
 - (2) Immediate cash-out of fifty percent (50%) of all PTO hours accrued at her/his hourly base wage rate (not including any applicable relief per diem) and after six (6) months as relief cash-out of all remaining PTO at her/his hourly base wage rate (not including any applicable relief per diem).
- o. The Employer will make a good faith effort to grant each Nurse two (2) consecutive weeks of vacation per year, if requested, without requiring the Nurse to find coverage.
- p. Bereavement. A Nurse will be entitled to seven (7) calendar days off within a reasonable time following the death of an "immediate family" member. Additional time off may be granted at the discretion of the Employer.

"Immediate family" means spouse, domestic partner, parent, daughter, son, sister, brother, current in-law, current stepchildren, parent of domestic partner, grandparent and grandchild. Time off for deaths outside of the immediate family may be granted at the discretion of the Employer.

If available, accumulated PTO will be used for time off.

A Nurse will be eligible to take prescheduled vacation, even if the Nurse has insufficient PTO, if the insufficient PTO is a result of the use of PTO for bereavement, as per 9.5.4.p. This will apply if the insufficient PTO is a result of the use of PTO for bereavement which occurred following the scheduling of the vacation.

- 9.5.5 Holidays. The following holidays are built-in components of the PTO accrual rates: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and the Staff Nurse's Birthday or alternatively, any other work day mutually agreed upon by the Staff Nurse and her/his supervisor within the year following the nurse's birthday. However, Staff Nurses required to work on any actual holiday, except their birthday, will be paid 1-1/2 times the regular hourly rate of pay including any applicable shift differential for all time worked between 10:45 p.m. on the eve of

the holiday and 11:15 p.m. on the day of the holiday. In addition to the one and one-half (1-1/2) times pay, the Staff Nurse may claim eight (8) hours of accrued PTO to be paid at the hourly base wage rate plus shift differential if applicable in accordance with Section 7.5.7.

- 9.6 Long Term Disability Insurance. All Staff Nurses are covered under the Employer's Long Term Disability Insurance Plan. Relief Nurses will be entitled to coverage as specified in Section 11.

The Employer will pay the full cost of providing long-term disability insurance for Staff Nurses. Coverage begins on the first day of the month.

The plan pays fifty percent (50%) of the Staff Nurse's monthly base wage (to a limit of Eight Thousand Dollars (\$8,000), reduced by other available income benefits, commencing at the end of a twelve (12) month qualifying period of continuous disability. Benefit payments continue for the duration of total disability to age 65.

- 9.7 Supplemental Long Term Disability Insurance. Staff Nurses and eligible Relief Nurses as specified in Section 11 are eligible to purchase, through payroll deduction, Supplemental long term disability within 31 days of hire or within 31 days of becoming eligible. The plan increases the percentage of pay replaced, described in 9.6 up to sixty-six and two-thirds (66-2/3%) percent, as described under the terms of the plan. If the staff nurse wishes to enroll after the thirty-one (31) day period, a statement of Physical Condition Form is required and must be approved by the insurance company. If approved, coverage begins on the date determined by the insurance company and appropriate payroll deductions will be made.
- 9.8 State Disability Insurance (SDI). SDI provides partial income to nurses with non-work-related illnesses or injuries who meet eligibility requirements set by the State of California. Premiums are deducted from the nurse's salary as required by law. Nurses who sustain work-related injuries are not covered by SDI but may be eligible for Workers' Compensation as specified in this Section.

Benefits.

- a. Benefits become payable on the eighth (8th) day of the disability. The maximum period covered is fifty-two (52) weeks.
- b. A pregnant nurse may be eligible for benefits for both normal and abnormal pregnancies, if she meets the eligibility requirements and her doctor certifies that she is unable to do her regular work.
- c. Claims must be submitted directly to the California Employment Development Department.

- 9.9 Supplemental Short Term Disability Insurance. Staff Nurses and eligible Relief Nurses as specified in Section 11 are eligible to purchase supplemental short term disability insurance within 31 days of hire. The short term disability plan pays sixty (60%) percent of the pre-disability base wage rate to a maximum weekly benefit of \$1,846 less disability payments from any state-mandated disability plan and Social Security, less any other employment earnings. The benefits begin eight (8) days after the nurse becomes disabled and ends when the nurse is no longer disabled or after 52 weeks, whichever comes first.
- 9.10 Workers' Compensation. The Employer provides Workers' Compensation for nurses sustaining on-the-job or demonstrably work-related injuries. The Employer pays the entire cost of this program. The Employer will investigate and attempt to resolve complaints regarding the mishandling of workers compensation investigations.
- 9.11 State Unemployment Insurance. Certain former nurses may be eligible for State Unemployment Insurance. The State of California establishes requirements and determines eligibility and benefits.
- 9.12 Basic Life Insurance. The Employer pays the total premium cost to provide all Staff Nurses and eligible Relief Nurses as specified in Section 11 with one (1) times annual salary to a maximum of Fifty Thousand Dollars (\$50,000.00) of Group Life Insurance. If the Staff Nurse enrolls at the time of hire or when newly eligible, coverage becomes effective on the first (1st) day of the month following that date.
- 9.13 Supplemental Group Life Insurance. Eligible Staff Nurses and eligible Relief Nurses may purchase Supplemental Group Life Insurance in accordance with the applicable plan provisions contained in the Staff Benefits Handbook and/or on file in the Benefits Office.

New Staff Nurses are given the opportunity to enroll during orientation or when they are newly eligible for the benefit. If the Staff Nurse enrolls at that time, coverage becomes effective on the first (1st) day of the month following date of hire or change in status. If the Staff Nurse wishes to enroll after the thirty one (31) day period, a Statement of Physical Condition Form is required and must be approved by the insurance company. If approved, coverage begins on the date determined by the insurance company and appropriate payroll deductions will be made.

Eligible nurses may purchase up to four (4) times their annual base salary (to a maximum of \$1,000,000). Evidence of good health is required for amounts over three (3) times salary or \$600,000, whichever is lower. The nurse may enroll or change supplemental life insurance at any time by completing a regular enrollment/change form and meeting all requirements for changing coverage including providing evidence of good health. If the nurse has supplemental life

insurance, he/she may purchase insurance for spouse and/or children with evidence of good health.

- 9.14 Supplemental Accidental Death and Dismemberment Insurance. Eligible Staff and Relief Nurses may purchase Supplemental Accidental Death and Dismemberment Insurance, through payroll deduction, for themselves only or for themselves, spouse and dependent children. Staff Nurses may elect to purchase one of a number of plans, with the principal sum ranging from Ten Thousand Dollars (\$10,000.00) to Five Hundred Thousand Dollars (\$500,000.00) or ten (10) times base annual salary, whichever is lower. The total premium is paid by the Staff Nurse through payroll deduction.

New Staff Nurses are given the opportunity to enroll during orientation. A Staff Nurse electing not to participate at that time may enroll for coverage, to be effective the first day of any month, by submitting the application during the previous month.

- 9.15 Malpractice and General Liability Insurance. The Employer pays the total cost of a group General Liability insurance policy which automatically covers all nurses who are acting within the scope of their professional duties.

9.16 Employer Retirement Plan.

9.16.1 The Employer will make regular deposits as set forth in 9.16.2.c with the Section 403(b) custodian. The Employer will make regular deposits as soon as practicable after payday, but within no more than seven (7) days, except in circumstances outside the Employer's control.

9.16.2 Terms and Conditions.

- a. To be eligible to participate in the Employer Retirement Plan, a Staff Nurse must be employed in a Staff Nurse position requiring at least forty (40) hours work per pay period with the duration of such employment expected by the Employer to exceed six (6) consecutive months. Participation begins after six (6) months of continuous employment.
- b. Any Staff Nurse who by operation of paragraph B of Appendix A-2 of the 1978 Stanford Hospital Agreement continued as a participant in the Stanford Hospital Pension Plan, or who chooses to participate in the Employer's Staff Pension Plan, a defined benefit plan, during the one-time open enrollment in the first quarter of 1999, shall permanently and irrevocably continue participation in the Employer's Staff Pension Plan (a defined benefit plan).

- c. The Employer's total annual contribution to the retirement plan shall be five percent (5%) of the individual Staff Nurse's annual pension eligible earnings. In addition a nurse who makes a voluntary contribution of one percent (1%), two percent (2%), three percent (3%) or four percent (4%) of pension eligible earnings will receive an additional matching contribution from the Employer equal to the nurse's contribution to the Employer's Retirement Plan. Effective April 1, 2004, the Employer will match the voluntary contribution of a Staff Nurse with fifteen (15) years of retirement eligible service up to five percent (5%) of pension eligible earnings. Eligibility will begin the pay period following the date on which the Staff Nurse reaches fifteen (15) years of retirement eligible service.

Pension eligible earnings include all earnings at the nurse's regular hourly rate including evening and night shift differential and the straight time portion of overtime and double time, but does not include any other allowances or premiums or differentials.

- 9.16.3 A staff nurse who changes to relief nurse status will not be eligible to participate in the Stanford Health Care Retirement Plan after the end of the pay period in which her/his status changes.
- 9.17 Tax-Deferred Annuity Program. The Employer provides the opportunity for all nurses covered by this Agreement to contribute up to the allowable limit of earnings to the Employer's Tax-Deferred Annuity Plan, under IRS Regulation 403(b).
- 9.18 Legal Care Plan. Eligible nurses may purchase a legal care plan through appropriate payroll deduction.
- 9.19 Flexible Spending Program. The Employer will provide the opportunity for Staff Nurses and "C" and "D" Relief Nurses to place pre-tax earnings into the following flexible spending programs in accordance with the Employer's summary plan document and IRS regulations for these programs:
1. Premiums for health benefits.
 2. Dependent day care expenses.
 3. IRS allowed medical spending account (effective beginning of 1999 plan year).
- 9.20 COBRA. The Employer provides continuation of coverage of benefits as defined in the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

- 9.21 Retiree Medical Insurance. Benefit eligible nurses will be able to participate in the Employer's Retiree Medical Plan, based on their age and years of service (adjusted hire date) as described under the terms of the plan.

**SECTION 10
EDUCATIONAL ASSISTANCE AND PROFESSIONAL ENRICHMENT – STAFF
NURSES**

10.1 Purpose.

- 10.1.1 To encourage and assist eligible Nurses in increasing their effectiveness in performing the duties of their present jobs and to increase their knowledge and effectiveness as Registered Nurses.
- 10.1.2 To recognize and support according to the terms set forth below the on-going need for continuing education for many nurses as part of maintaining licensure or certification required by the Employer.

10.2 Eligibility.

- 10.2.1 Regular full-time and part-time Staff Nurses who have completed their trial period and one thousand (1000) hours actually worked and "C" and "D" Relief Status Nurses who have completed their six month trial period and the equivalent number of hours (1000), are eligible to participate in this program.
- 10.2.2 Nurses who have not completed the eligibility requirements set forth above are not eligible to participate in this program. Once eligible a Nurse must maintain an eligible status throughout the entire course(s) or reimbursement will not be granted. Staff Nurses on leave of absence are not eligible for reimbursement under this Section except as specifically referenced in this Section.
- 10.2.3 Nurses who have completed the eligibility requirements set forth above and who are granted an educational leave pursuant to Section 15 of this Agreement will continue to be eligible for reimbursement under the terms of this program so long as the Nurse maintains at least a "C" commitment.

10.3 Reimbursement.

- 10.3.1 The Employer will pay tuition for courses taken for credit (including Home Study), certification exams and certification renewals completed by eligible nurses according to the Program, Course, and/or Exam qualifications in 10.5, and reimbursement procedures in the Employer's Reimbursement Policy. Eligible regular part-time Staff and Relief Nurses will be eligible for reimbursement on a pro-rata basis.

- 10.3.2 When required in connection with a qualified course, the reimbursement may cover lab fees, textbooks and software required by the course.
- 10.3.3 Reimbursement Section. The dollar maximum is One Thousand Dollars (\$1000.00) per academic year (September 1 – August 31) for eligible full-time regular Staff Nurses and pro-rated amounts of that maximum for eligible part-time Staff and Relief Nurses.
- 10.3.4 Continuing Education Units. All continuing education programs certified by the BRN and which are job related as defined in 10.5.1.b and accredited by the State of California for re-licensure shall qualify for educational assistance under the terms for reimbursement set forth in 10.5 and 10.6. In addition, all the Employer sponsored CEU courses shall qualify for educational assistance under the terms for reimbursement.
- 10.4 Paid Educational Hours.
- 10.4.1 A full-time regular Staff Nurse shall be entitled to forty (40) hours with pay each academic year to attend programs and courses, in accordance with the procedures and guidelines provided herein. Eligible regular part-time Staff and Relief Nurses will be eligible for reimbursement on a pro-rata basis.
- 10.4.2 Procedure.
- a. The eligible nurse must apply at least thirty (30) days in advance in writing specifying the course, institute, workshop or class certification or exam the eligible nurse wishes to attend, and the number of hours requested. Requests received less than thirty (30) days in advance and after the schedule has been posted may be granted at the sole discretion of the Manager.
 - b. A Nurse may request educational hours over the Nurse's commitment, for actual time spent attending a course, which may be granted at the sole discretion of the Manager.
 - c. The Employer shall schedule educational hours in accordance with scheduled work and staffing assignments and make a good faith effort to notify the nurse within ten (10) days after receipt of a request whether or not the request for hours has been granted.
 - d. The Employer shall provide reimbursement within thirty (30) working days of receipt of the completed paperwork by the Department of Human Resources.

- e. The decision to approve or deny a request for educational time off is within the sole discretion of the Employer.
- 10.4.3 Yearly Basis. Each eligible nurse shall be eligible for educational hours as provided in this Section on the basis of the academic year, which is the period from September 1 – August 31.
- 10.4.4 Accumulation. A nurse entitled to apply for educational hours who does not apply waives them for the year. Nurses will make every attempt to request educational hours in a timely manner throughout the year. If an eligible nurse requests educational hours for a program within the guidelines provided herein and does not receive them in the year for which qualified, the eligible nurse may accumulate them for use in the following year.
- 10.4.5 Educational Hours Required by Employer. Educational programs required by the Employer for eligible nurses to remain current and proficient in their present jobs are charged against the eligible nurse's educational hours. Nurses who complete their Educational Annual Review Day (EARD) training at the Continuing Education Center during the Employer's designated training period will receive up to eight (8) hours of hourly base wage per year for actual time spent in EARD training. In units where the Employer requires certification for ACLS and TRN the Employer will pay the costs of certification and time spent in such programs will not be charged against the Staff Nurse's educational hours.
- 10.4.6 Payment for Educational Hours.
- a. If a Staff Nurse requests and receives approval for an educational program taking less than the Staff Nurse's full shift, the nurse may take the remaining hours of the shift, up to a maximum of eight (8) hours, as educational hours, PTO or absent time.
 - b. Subject to (a), above, if a night shift Staff Nurse requests permission to attend an educational program which would otherwise qualify under the educational hours and pay provisions provided herein, but which falls entirely outside the night shift, the Staff Nurse's regularly scheduled shift, the Employer shall make a good faith effort to schedule the educational hours in lieu of the Staff Nurse's night shift immediately preceding the program.
- 10.4.7 Home Study. Education time may be granted for home study courses according to the following procedure:
- a. The Staff Nurse has received pre-approval for the home study course according to the procedures outlined in this Agreement.

- b. Upon providing proof of successful completion of the home study course to the Manager, the Staff Nurse will be eligible for paid education time according to the terms of Section 10.2.
- c. Education time for home study courses will be provided at the ratio of one (1) hour per one (1) credit earned.
- d. All procedures for approval and reimbursement for education time for home study courses will be in compliance with applicable procedures of this Agreement.

10.5 Program, Course, and/or Exam Qualifications.

- 10.5.1 Only courses taken for credit, certification exams and renewals, according to the following criteria, will be accepted for tuition assistance. A grade of "C" or higher must be obtained in a course taken for credit and a passing score on a certification exam to qualify for reimbursement.

Criteria.

- a. Courses required for undergraduate, graduate or professional degree in the field of Nursing.
 - b. Vocational, correspondence, extension, college or occupational skills courses, certification exams and renewals, and workshops which are clearly and demonstrably related to the effective performance of the eligible nurse's present job or which in the judgment of the Employer will increase the nurse's knowledge and effectiveness as a Registered Nurse with the Employer.
- 10.5.2 The approval of apparent course compliance will be made by the eligible nurse's Unit Supervisor and will be then forwarded to the Vice President of Patient Care or her/his designee who may in consultation with the Human Resources Department either approve or deny the request.

10.6 Application Procedure.

10.6.1 Program, Course, Exam Approval (other than Continuing Education Units).

- a. Before enrolling for a program, course, and/or exam, the nurse must present her/his supervisor with a written request describing how the program, course(s), and/or exam(s) meets the criteria set forth in 10.5 above.

- b. Programs, courses, and/or exams must be approved for qualification compliance by the applicant's Unit Supervisor and approved by the Vice President of Patient Care or designee prior to enrollment.
- c. If appropriate approval has been granted to a nurse for a total continuing program, e.g., completion of an undergraduate, graduate or professional degree in the field of Nursing, it is not necessary to request approval before registering for each course in the program.

If a nurse is not enrolled in a total program, such as the completion of a Bachelor's Degree, but desires to enroll in single courses, it is required that the nurse seek appropriate approval for each individual course.
- d. The approved and completed form is retained in the Department of Nursing.

10.6.2 Reimbursement.

- a. In order to receive reimbursement, the following must be submitted to the Nursing Administration within ninety (90) calendar days of the final date of the course(s):
 - (1) A completed current Tuition Reimbursement Application Form.
 - (2) Evidence of payment of expenses, e.g., a copy of a canceled check, receipt for payment or customer copy of credit card statement.
 - (3) Grade record – "C" or higher or certification of course completion in courses where no grade is given, e.g., a copy of the BRN Continuing Education Certificate.
 - (4) Copy of exam/passing score notification.
- b. Failure to submit paperwork before the defined time limit will result in non-reimbursement. If extenuating circumstances occur which are determined to be beyond the nurse's control, e.g., grade record or canceled check has not been returned, the Nursing Administration Department must be informed in writing before the end of the ninety (90) calendar day limit.

10.7 Specialty Continuing Education.

- 10.7.1 When the Employer provides continuing education for Staff Nurses, at least every tenth (10th) such opportunity per course will be reserved for a Staff Nurse not currently assigned to a unit requiring training in the specialty subject offered.
- 10.7.2 The Staff Nurse must have sufficient educational hours or PTO to complete the program and must request the time off from her/his Unit Supervisor as provided in 10.4.2 above.

10.8 Sabbatical Assignment.

- 10.8.1 Purpose. The purpose of sabbatical assignments is to grant eligible Staff Nurses the opportunity to receive assignments to a special project or a research project for the purpose of enhancing professional development of the Staff Nurse and of enhancing the practice and profession of nursing with the Employer.
- 10.8.2 Eligibility and Qualifications. All 0.8 time or more Staff Nurses with seven (7) or more years of continuous service with the Employer are eligible to apply for posted sabbatical assignment or to submit a proposal for a sabbatical assignment.
- 10.8.3 Terms of Sabbatical Assignments. The Vice President of Patient Care may identify the subject matter, duration, time commitment and other terms of the special project or research project, which will then be posted by the Nursing Department for application by eligible Staff Nurses. In addition, any Staff Nurse with seven (7) or more years of continuous service may submit a written proposal for special project or research project. The proposal shall be submitted to the Staff Nurse's unit supervisor for review. If the supervisor determines it to be worthy of further consideration, the supervisor will submit it to the Vice President of Patient Care for review. If the Vice President of Patient Care approves the proposal in whole or in part, s/he will determine the duration, time commitment, and other terms of the special project or research project.
- 10.8.4 Selection. Selection among eligible applicants or among proposals for sabbatical assignments shall be based on the Vice President of Patient Care's judgment of the merit of the proposal and qualifications, skill and ability to perform the assignment, the operational needs of the applicants' units, past participation in Employer or nursing service committees and special projects. Whenever two (2) or more Staff Nurses are determined by the Vice President of Patient Care to be substantially equal, priority shall be given to nurses who have not previously been offered a sabbatical assignment.

- 10.8.5 Pay and Benefits. Staff Nurses selected for sabbatical assignment shall be paid at their base wage rate and benefits for the duration of the sabbatical assignment.
- 10.8.6 Number of Sabbatical Assignments. The number and terms of sabbatical assignments shall be determined by the Vice President of Patient Care. If a sufficient number of research projects or special projects are identified for posting by the Vice President of Patient Care or if a sufficient number of Staff Nurse proposals are approved by the Vice President of Patient Care, sabbatical assignments shall be offered to up to three (3) Staff Nurses per contract year.

SECTION 11 RELIEF NURSE PROGRAM

- 11.1 Summary of Responsibilities. The Relief Nurse provides a per diem staffing resource to supplement the regular and part time staffing on Nursing Units. The Relief Nurse may be designated to act as Resource Nurse and is responsible for the delivery of coordinated Nursing care for a patient or a group of patients within a specified patient care unit. S/he performs the clinical related activities according to the respective assigned unit's criteria. All terms and conditions for the Employer's employment of Relief Nurses are set forth in this Section unless as otherwise expressly provided in another Section of this Agreement.
- 11.2 New Hires. All newly hired Relief Nurses will serve a trial period. After completion of no more than three (3) months of employment, the Employer will give the Relief Nurse an evaluation in writing if s/he is having difficulty in meeting expectations. This provision does not limit in any way the right of the Employer to terminate a Relief Nurse without cause during the trial period; nor does it give rise to any claim concerning such termination under the Grievance and Arbitration provision. For "A" and "B" Relief Nurses the trial period shall commence on the first day of employment and extend until the date the Relief Nurse has actually worked one thousand (1,000) hours or twelve (12) months of employment provided the trial period shall in no case be less than six (6) months of employment. The trial period for "C" and "D" Relief Nurses shall be six (6) months. During the trial period a Relief Nurse may be terminated at any time at the Employer's sole discretion and the Employer's discretion shall not be subject to review under any provisions of this Agreement.
- 11.3 Qualifications for Employment.
- 11.3.1 At the option of the Employer a newly hired Relief Nurse may be required to attend and satisfactorily complete the Registered Nurse orientation program to qualify to be placed on the Relief Nurse availability list. Orientation requested over that required by the Employer to enable a Relief Nurse to function in a specific area must have the approval of Unit Supervision and Nursing Administration.

- 11.3.2 Newly hired Relief Nurses with less than twelve (12) months experience will be hired at the Relief Nurse I level.
 - 11.3.3 Newly hired Relief Nurses with the equivalent of twelve (12) full months or more of experience will be hired at the Relief Nurse II level. The Employer will determine appropriate step placement based on its assessment of the Relief Nurse's experience and education provided that:
 - a. Experience must be within the past two (2) years.
 - b. Experience must be applicable to the unit or area(s) in which the Relief Nurse is hired as determined by the Patient Care Manager.
 - 11.3.4 After completion of not more than twelve (12) months of employment, the Relief Nurse will be evaluated for the purpose of Relief Nurse level placement in accordance with the established Clinical Performance Criteria.
- 11.4 Movement from Staff Nurse Employment.
- 11.4.1 A move from regular full-time or part-time Staff Nurse status to Relief Nurse status must be approved by the Patient Care Manager and Department of Nursing. Evaluation of performance must be completed by the Patient Care Manager before request is considered.
 - 11.4.2 Regular full-time and part-time Staff Nurses approved to move to Relief Nurse status without interruption of employment retain their Staff Nurse level and step so long as Clinical Performance Criteria are met.
 - 11.4.3 A Staff Nurse who requests and receives an educational Leave of Absence to be employed as a Relief Nurse will upon satisfactory maintenance of Relief Nurse commitment and a return to employment as a Staff Nurse, have no adjustment in her/his hire date.
 - 11.4.4 A Staff Nurse who changes her/his status to Relief Nurse and returns to regular Staff Nurse status, will, if the relief commitment has been met according to the requirements set forth in this Section, have no adjustment in her or his hire date.
- 11.5 Rehires – Relief Nurses.
- 11.5.1 *If rehired into the same or similar unit or area at the same commitment previously held and maintained within twelve (12) months of resignation, the Relief nurse is placed at the Relief Nurse level and step that had been attained at the time of resignation. If hiring into other than the same or similar unit or area the Relief Nurse will be treated as a new hire. The Employer will determine whether a unit or*

area is similar based on its review of the clinical skills and experience required.

- 11.5.2 If rehired after twelve (12) months from resignation with no intervening employment, the Relief Nurse will be considered as a new hire. The Employer will evaluate any intervening employment to determine appropriate placement.
- 11.5.3 If a Relief Nurse is rehired into the same unit or area at the same commitment previously held and maintained within two (2) years from resignation, and has had continuous clinically comparable employment as determined by the Patient Care Manager, the Relief Nurse is placed in the Relief Nurse level and step that had been attained at the time of resignation. If hiring into a different unit or area the Relief Nurse will be treated as a new hire.
- 11.6 Transfers to Different Units or Areas. Relief Nurses are not eligible for transfer during the trial period of employment. If the Relief Nurse requests a transfer and the transfer is approved, s/he has nine (9) months to meet the Clinical Performance Criteria of the new area. If at the end of the transfer period the Relief Nurse is not meeting the performance level, reclassification downward will occur to the next lower Relief Nurse level. Thereafter the Relief Nurse shall be subject to the provisions of Section 11.10.
- The Employer has the option to extend the transfer period not to exceed an additional three (3) months where, in the Employer's judgment, the Relief Nurse is making significant progress towards meeting the Clinical Performance Criteria. If at the end of the extended transfer period the Relief Nurse is not meeting the performance level, reclassification downward will occur to the next lower Relief Nurse level, with salary decrease processed as necessary. Thereafter the Relief Nurse shall be subject to the provisions of Section 11.10.
- 11.7 Movement to Staff Nurse Employment During the Trial Period. Trial period Relief Nurses who apply and are hired into regular full-time or part-time Staff Nurse status without interruption of employment retain their Relief Nurse level and step but will be required to serve the trial period specified in Section 6.1. of this Agreement.
- 11.8 Movement to Staff Nurse Employment After the Trial Period. Relief Nurses who have successfully completed the Relief Nurse trial period and apply and are hired into regular full-time or part-time Staff Nurse status without interruption of employment will retain their Relief Nurse level and step. The Staff Nurse will be evaluated after six (6) months and classified at the appropriate Staff Nurse level and step.
- 11.9 In applying for posted vacant positions, Relief Nurses shall accrue and use seniority pursuant to Section 19.

11.10 Reclassifications after Completion of Trial Period.

11.10.1 Voluntary. Relief Nurses have the option to request reclassification to a lower level. Written documentation of this choice is to be placed in the personnel file of the individual Relief Nurse.

11.10.2 Involuntary – Non-Transfer. If a Relief Nurse is not meeting the Clinical Performance Criteria, the individual will be given a maximum of three (3) months to meet the criteria. If the Relief Nurse does not meet the criteria at the end of the time granted s/he will be reclassified downward to the next lower Relief Nurse level with salary decrease processed as necessary.

11.11 Performance Evaluation. Relief Nurses will be evaluated every twelve (12) months. In so far as practicable the Relief Nurse's review date will coincide with the Relief Nurse's original date of hire. The performance evaluation process for Relief Nurses will be the same as for Staff Nurses.

11.12 Employment Commitment and Status.

11.12.1 Relief Nurses are required to make a written commitment of availability (as defined below) to her/his respective schedule planner. Shifts may be worked in four (4), six (6), eight (8), ten (10), or twelve (12) hour blocks in order to fulfill commitment. Relief Nurse commitment is successfully met by actually working all hours of commitment for which the Relief Nurse is scheduled by the Employer unless s/he is canceled by the Employer. Failure of a Relief Nurse to keep her/his commitment may result in a corrective action notice and compliance will be expected for the next schedule period. Continued noncompliance may result in termination.

Classifications	Holiday Commitment	Weekend Commitment
"Limited"-Minimum 24 shifts per 12 month period commencing with Relief Nurse review date.	At least 1 of the following Holidays: December 24-evening shift December 24-night shift December 25-day shift December 25-evening shift December 31-evening shift December 31-night shift January 1-day shift	Minimum of 3 weekends per 12 month period commencing with Relief Nurse review date.

Classifications	Holiday Commitment	Weekend Commitment
"A"-16 hours per 80 hour pay period. Only RNs with at least 1 year of acceptable experience will be accepted as "A" commitment.	At least 1 of the following Holidays: December 24-evening shift December 24-night shift December 25-day shift December 25-evening shift December 31-evening shift December 31-night shift January 1-day shift	1 weekend in a 4-week period.
"B"-24-32 hours per 80 hour pay period	At least 1 of the following Holidays: December 24-evening shift December 24-night shift December 25-day shift December 25-evening shift December 31-evening shift December 31-night shift January 1-day shift	1 weekend in a 4 week period.
"C"-40-56 hours per 80 hour pay period	At least 1 of the following Holidays: December 24-evening shift December 24-night shift December 25-day shift December 25-evening shift December 31-evening shift December 31-night shift January 1-day shift	2 weekends in a 4 week period
"D"-64-80 hours per 80 hour pay period	At least 1 of the following Holidays: December 24-evening shift December 24-night shift December 25-day shift December 25-evening shift December 31-evening shift December 31-night shift January 1-day shift	2 weekends in a 4 week period

Holidays are considered the same as a weekend day for the purpose of fulfilling the weekend obligation. Only Holidays enumerated in Section 9.5.5 shall be compensated at one and one-half (1-1/2) times the nurse's regular hourly rate of pay. Relief Nurses are not eligible for

the weekend premium specified in Section 13 of this Agreement. For purposes of meeting weekend commitments all required weekends must be worked or made-up within the following 12-week period. A relief nurse who has provided her/his weekend availability and who is not utilized is not required to make up that weekend. The Employer will consider exceptions to this requirement as appropriate.

- 11.12.2 Relief Nurses who work only in a specific unit on a "limited" commitment basis must meet a commitment arranged with the Nurse Manager and approved by Department of Nursing according to the needs for that unit.
- 11.12.3 Working full shift on Saturday or Sunday (day or evening shift) or Friday or Saturday (night shift) will count as half of a weekend toward meeting the weekend commitment.
- 11.12.4 Relief Nurses who work in units which are not open on weekends are not required to make up weekend commitments elsewhere.

11.13 Compensation and Benefits.

- 11.13.1 *Relief Nurses will be paid in accordance with the salary schedules set forth in Appendix A of this Agreement on an all hours worked basis. Relief Nurses shall be eligible for progression to the next salary step upon the accumulation of one thousand (1000) hours of work, provided (a) no Relief Nurse shall advance more than one (1) step during the twelve (12) month period commencing with the date of employment or the date of the Relief Nurse's most recent step advancement, and (b) the accumulation of one thousand (1000) hours is accomplished in no more than four (4) years from the date of assignment to the Relief Nurse's current step. If a Relief Nurse does not work at least one thousand (1000) hours in such four (4) year period, the Relief Nurse will remain in the same step and must commence a new accumulation of the one thousand (1000) hours toward step advancement. In addition to seven and one-half (7-1/2) years of continuous service with the Employer, advancement to Step 8 requires one thousand (1,000) hours of work within the four (4) year period since advancement to Step 7 and one (1) year of continuous service since advancement to Step 7.*
- 11.13.2 Relief Nurses will receive an additional four dollars (\$4.00) per hour added to the Relief Nurse's hourly base wage rate beginning on the first day of employment.
- 11.13.3 Shift differential is paid to Relief Nurses pursuant to Section 7.5. of this Agreement.

- 11.13.4 Relief Nurses are eligible for the Employer Group Insurance Programs in accordance with their commitment.

"A"	No option toward benefit.
"B"	Option to purchase any or all at group discount rate.
"C" & "D"	Group Insurance is paid by the Employer, however, nurses on "off-call" for a period exceeding one month must pay the premium for any coverage desired until on-call status is resumed.

11.14 Scheduling.

- 11.14.1 It is understood that the Employer has no obligation to call Relief Nurses according to their availability commitments or areas of preference. However, Relief Nurses will be called and assigned to areas according to stated availability and individual preference whenever possible. Relief Nurse assignments will be made based on the staffing needs of the Employer and Nursing Supervision's assessment of the individual nurse's competence and skills including but not limited to such factors as experience, education and specialty. In making this assessment the supervisor will seek input from the Relief Nurse and respect the individual's assessment of those skills. Relief Nurses who have been prescheduled to work are required to call in prior to the beginning of the scheduled shift to confirm that they are needed. Relief nurses who fail to contact their unit pursuant to this subsection will not be eligible for report time pay.
- 11.14.2 Relief Nurses are expected to provide their availability including weekend and holiday commitment when applicable to the respective Schedule Planner according to the established cut-off dates for schedule planning. Availability must be provided up to the Relief Nurse's full commitment. A Relief Nurse who is scheduled to work is expected to work unless canceled by the Employer. Failure of a pre-scheduled Relief Nurse to work will be considered a failure to keep commitment under 11.12.1.
- 11.14.3 Every effort will be made to call the Relief Nurse for duty as far in advance as possible; however, since staffing needs change unexpectedly, a Relief Nurse may be requested to work on short notice. Cancellation of service by the Employer will be made at the earliest possible time. Relief nurses not called prior to the actual start time of shift will not be obligated to remain available. To the extent practicable each unit shall attempt to cancel relief nurses in inverse order of relief commitment.

- 11.14.4 Relief Nurses called for duty after the beginning of a shift have the option of working a full eight (8) hour period, or may leave at the end of the shift and be paid only for hours worked.
- 11.14.5 Availability does not constitute confirmation of work. Definite confirmation must be made by the authorized Unit Services' personnel before the nurse reports to work. If the staffing needs change after the Relief Nurse reports to work for a specific area, and no alternate assignment can be made, she or he is reimbursed for a minimum of four hours. Relief Nurses sent home because of health problems will be reimbursed for the time worked only.
- 11.14.6 A newly hired Relief Nurse must work three hundred fifty (350) hours to be eligible for "off-call" as defined in this subsection. An eligible Relief Nurse may take up to a total of eight (8) weeks off ("off-call") with a limit of four (4) weeks during the period from June 1 – September 30. "Off-call" will be considered only applicable to requested periods comprising at least seven (7) consecutive days and when the nurse's commitment is not met in that pay period. The three hundred fifty (350) hours worked must include meeting the appropriate holiday and weekend commitment as specified in 11.12.1. The "off-call" period is defined yearly from October 1 to September 30. Failure of Relief Nurses to meet the commitments of "off-call" requirements may result in termination of their services.
- 11.14.7 Relief Nurses are not eligible for Leaves of Absence except as *provided by the Federal and California Family/Medical Leave Acts* and other applicable laws. However, female Relief Nurses incapable of performing their jobs due to a verified pregnancy related disability will be considered to be off-call for the period of verified disability up to a maximum of six (6) months. At the end of the period of verified disability the Relief Nurse is eligible to return to the Relief pool at the same commitment and Relief Nurse level held prior to the onset of pregnancy related disability.
- 11.14.8 A "C" or "D" Relief Nurse called for Jury Duty or a legal appearance on behalf of the Employer as defined in Section 17 of this Agreement will be compensated at her/his regular hourly rate of pay for time spent on Jury Duty or legal appearances on behalf of the Employer for all hours the Relief Nurse is actually scheduled to work (as opposed to providing availability). The Relief Nurse must notify her/his supervisor immediately upon receipt of the summons so that arrangements may be made for the absence. Upon request by the supervisor, proof of completion of time spent on Jury Duty will be provided. Jury payments received are kept by the Relief Nurse.

- 11.14.9 Educational Assistance. Nurses in relief category "C" or "D" shall be entitled to any educational assistance specified in this Agreement prorated according to commitment actually worked.

SECTION 12 TEMPORARY REASSIGNMENTS/FLOATING

- 12.1 CRONA recognizes the Employer's right to temporarily reassign/float Staff Nurses. The Employer and CRONA also recognize their shared interest that such reassignments be consistent with the competence and skills of the Staff Nurse.
- 12.2 Voluntary Commitment – Floating Outside Region. Any qualified Staff Nurses who wish to volunteer for floating outside their designated region shall notify the staffing office. Preference among nurses for a float/reassignment outside the designated region will be made to nurses who have volunteered a commitment, provided that the assignment is consistent with the competence and skills of the Staff Nurse, including but not limited to such factors as experience, education, and specialty and cross-training opportunities in the assessment of nursing supervision. In making this assessment, the supervisor will seek input from the Staff Nurse and give due weight to the Staff Nurse's own skills checklist when available. To increase the availability of Staff Nurses qualified to float outside the designated region, the Employer will provide orientation programs to those nurses who have volunteered a specific commitment. Maintaining and fulfilling a specific commitment to float outside the nurse's designated region shall count as a committee/project toward the nurse's clinical nurse criteria.
- 12.3 Except in the case of unforeseeable circumstances resulting in critical patient care needs, Staff Nurses will not be floated outside her/his designated region in the absence of her/his commitment to do so. Such assignment shall be consistent with nursing supervision's assessment of the individual Staff Nurse's competence and skills and the nurse will not be required to perform any patient care assignments which exceed her/his qualifications and skills. If the Staff Nurse asserts in good faith that s/he is not qualified to handle the assignment, s/he may request that the assignment be continued only until a qualified nurse is available and assigned. The Employer will make reasonable efforts to identify a qualified Nurse for the assignment. If a qualified nurse is available and assigned the nurse may be excused from the remainder of the assignment and given absent time.
- 12.4 Voluntary Commitment – Floating Within the Unit or Region. If a float group is developed within a unit or region, a Staff Nurse who volunteers to serve in the float group for one (1) year shall have the commitment count as two committees in the clinical nurse criteria.

SECTION 13 WEEKEND STAFFING

13.1 A weekend is defined as Saturday and Sunday for the day and evening tours of duty. Shifts beginning Friday and Saturday, or Saturday and Sunday, as designated in writing by the individual nurse will be considered a weekend for the night tour of duty to the extent effective scheduling permits. All such designations will remain in effect for a period of six (6) months. The Employer will use its best efforts to grant full-time and part-time Staff Nurses working the night tour of duty their preferred weekend designation at least two (2) out of every eight (8) weekends based on established fixed eight (8) week cycles.

13.2 Guarantee of Weekends Off.

13.2.1 The Employer will use its best efforts to grant each full-time and part-time Staff Nurse every other weekend off or four (4) out of every eight (8) weekends based on established fixed eight (8) week cycles. A copy of the eight (8) week cycle will be kept in the unit schedule book. The schedule will indicate which half of the eight (8) week cycle is posted. The Employer will guarantee that each Staff Nurse will not be required to work more than two (2) consecutive weekends without premium pay. If the Employer requires a Staff Nurse to work more than two (2) consecutive weekends, the Staff Nurse will receive premium pay for work performed on the third (3rd) consecutive weekend and each successive weekend worked until granted a full weekend off. Premium pay will be paid in the pay period during which the additional weekend is worked. If the Employer requires a Staff Nurse to work more than four (4) weekends in the eight (8) week cycle, the Staff Nurse will receive premium pay for work performed on each weekend in excess of four (4) in the eight (8) week cycle. Premium pay, if any, shall be paid in the pay period immediately following the end of the eight (8) week cycle. The premium pay referred to herein is one-and-one-half (1-1/2) times the Staff Nurse's hourly base wage plus any applicable shift differential. The aforementioned premium pay shall not be duplicated for the same weekend worked. When a Staff Nurse is working overtime hours on a weekend, the Staff Nurse shall be compensated at overtime rates in lieu of the premium rate provided herein. For purposes of this paragraph, "work" means engaged in patient care at Stanford Hospital and Clinics. Schedules shall be posted for four (4) week periods at a time, i.e. for the first and second four (4) week periods of each eight (8) week cycle.

13.2.2 Absence from work on a weekend will not be required to be "made up" unless at the Employer's discretion it is considered necessary for the purpose of applying corrective action for excessive absenteeism.

13.3 Exceptions.

- 13.3.1 In the event of a major catastrophe, the Employer may temporarily suspend the weekend off and premium pay policies provided herein.
- 13.3.2 A nurse may voluntarily trade weekends with another Staff Nurse with the written consent of the Nurse Manager or CNS and the schedule planner. Time worked pursuant to an approved trade shall not be considered in determining schedules or computing premium pay under provision 13.2.
- 13.3.3 Staff Nurses who request and receive approval to be scheduled in a manner that would result in premium pay for working weekends under 13.2 or who request and receive approval to be scheduled weekdays off in lieu of a weekend off during a work week will not be eligible for premium pay under this Section.

SECTION 14 SHIFTS AND SHIFT ROTATION – STAFF NURSES

The final determination of appropriate shifts is one of the rights reserved to the Employer as defined in Section 34 of this Agreement. CRONA recognizes that the Employer has the right to determine a variety of appropriate shifts according to the operational and budgetary needs of the Employer.

- 14.1 Shift Rotation. Any Staff Nurse assigned to rotating shifts who is scheduled, unless by request, to work within eight (8) hours after the end of a scheduled shift shall be paid at overtime rates for the entire second shift.
- 14.2 Regular Shifts. Regular shifts may consist of four (4), six (6), eight (8), ten (10), or twelve (12) consecutive hour periods worked between specific starting and ending times established by the Employer. Special requirements for units where only twelve (12) hour staffing patterns are in effect are set forth in 14.6.
- 14.3 Discussions with CRONA. The Employer will advise and update CRONA of the status of current and planned unit shift patterns in Joint Conferences pursuant to Section 27. The Employer will give thirty (30) days notice to CRONA of anticipated changes in shift patterns where change involves shifts of less than eight (8) hours. Such shifts shall be posted and filled on a voluntary basis only.
- 14.4 Schedules will be posted for four (4) week periods. These schedules will be posted at least nine (9) days (which includes the day of the posting) prior to the beginning of the next schedule. The Employer will make a good faith effort to post the Thanksgiving and Christmas/New Year's schedules at least four (4) weeks in advance of the schedule period.

- 14.5 Breaks. The Employer provides paid breaks and unpaid meal breaks as follows:

Shift	Breaks
Four (4) – Six (6) Hours	One (1) paid fifteen (15) minute break
Eight (8) – Ten (10) Hours	Two (2) paid fifteen (15) minute breaks One (1) unpaid thirty (30) minute meal break
Twelve (12) Hours	Three (3) paid fifteen (15) minute breaks One (1) unpaid thirty (30) minute meal break

- 14.6 New Twelve (12) and Twelve/Eight (12/8) Hour Shift Patterns. Before implementing new twelve (12) or twelve/eight (12/8) hour shift staffing patterns on units where prior to the execution date of this Agreement other patterns were in effect, the Employer will follow the following procedures:

- 14.6.1 Department of Nursing and CRONA will agree upon a date for a meeting of all regular full and part time Staff Nurses on the affected unit to discuss the implementation of a twelve (12) or twelve/eight (12/8) hour staffing pattern for that unit. A representative of CRONA will be invited to attend and participate in the discussion.
- 14.6.2 Within three (3) days of the discussion meeting Department of Nursing and CRONA will agree upon a time for a secret ballot vote by all regular full and part time Staff Nurses on the affected unit. In no event will the vote be scheduled more than ten (10) days after the meeting referenced in 14.6.1. The wording of the ballot will be subject to mutual agreement between CRONA and the Employer and a representative of CRONA will be present to assist in the vote tally. A sixty-six and two-thirds percent (66-2/3%) majority of the eligible staff must vote in favor of the twelve (12) or twelve/eight (12/8) hour staffing pattern to constitute approval of the staffing plan for the unit.
- 14.6.3 It is understood that provision for some Staff Nurses to work less than a twelve (12) hour shift on a unit voting in favor of the twelve (12) hour plan will be made only to the extent deemed operationally feasible by Department of Nursing. Should Department of Nursing determine that no provision for less than twelve (12) hours can be made this fact will be announced and the reasons for the decision discussed in the meeting described in 14.6.1.
- 14.6.4 The Employer will make best efforts to assist any nurse who is unwilling or unable to participate in a twelve (12) hour staffing pattern in arranging placement on another nursing unit. If the former staffing pattern is resumed within six (6) months any Staff Nurse so displaced will be given the option to return to the unit s/he left provided a position is available.

- 14.6.5 For the purpose of a twelve (12) hour day, shifts will be determined to be from 6:45 a.m. until 7:15 p.m. and 6:45 p.m. until 7:15 a.m. unless a different starting time is established based on the staffing needs of a particular unit. The shift commencing at 6:45 a.m. will be known as the day shift and no differential will be paid. The shift beginning at 6:45 p.m. will be known as the night shift and nurses working that shift will receive the applicable night shift differential for all hours worked.
- 14.6.6 All PTO hours will be taken in twelve (12) hour segments, except for nurses regularly scheduled for partial shifts, who will take and be scheduled for PTO in the same manner they are normally scheduled to work.
- 14.6.7 Except as provided in this section, all other accruals will continue as defined in this Agreement. Pursuant to Section 7, a Staff Nurse who is scheduled for and works a twelve (12) hour shift who is requested to work prior to the normal starting time of her/his assigned shift will be paid at double time for all early hours worked. A nurse working overtime contiguous to a regular shift will receive the higher shift differential of the two (2) shifts worked for the overtime hours.
- 14.6.8 Educational hours will continue to be granted on an eight (8) hour basis, and as otherwise defined in this Agreement. Nurses regularly scheduled to a 10 or 12 hour shift may use PTO or "A" time for the remainder of the shift.
- 14.6.9 The Employer will make best efforts to ensure that nurses working a twelve (12) hour schedule are not required to work more than three (3) consecutive days.
- 14.7 Eight (8)/Twelve (12) Hour Shifts. The Employer acknowledges the importance of and CRONA's interest in maintaining the eight (8)/twelve (12) hour shift mix and will endeavor to maintain them as long as it remains operationally feasible.
- 14.8 Twelve (12) Hour Fill-Ins. Staff Nurses may fill in and be paid as twelve (12) hour Staff Nurses for periodic scheduling vacancies in twelve (12) hour shift positions.
- 14.9 End of Established Staffing Patterns. Subject to 14.7, in the event the Employer plans to end an established ten (10), twelve (12) or twelve/eight (12/8) hour staffing pattern on any unit where such patterns are in effect the Employer will notify CRONA of its decision in writing and will meet with CRONA upon request to discuss any effects upon Staff Nurses represented by CRONA.

SECTION 15 LEAVES OF ABSENCE – STAFF NURSES

- 15.1 Eligibility. Staff Nurses covered by this Agreement who have successfully completed the trial period and who expect to be absent for more than seven (7)

consecutive calendar days for family, personal, medical (including pregnancy related disability), military, or educational reasons are eligible to apply for a leave of absence. Requests for review of leaves of absence by trial period Staff Nurses will be considered by the Employer on a case by case basis. Granting or denying such requests shall be at the sole discretion of the Employer unless otherwise required by law and not otherwise reviewable under the terms of the Agreement. A granting of a leave to a Staff Nurse in the trial period shall be considered as an automatic extension of the trial period for the period of leave granted. If an approved leave of absence is granted for a period that is less than seven (7) days and the absence exceeds seven (7) days, a leave of absence must be requested for the time exceeding seven (7) days and, if approved, all of the time off whether paid or unpaid will be considered part of a leave of absence.

15.2 For time off due to bereavement see Section 9.5.4.p.

15.3 Leave Categories.

15.3.1 Educational Leave.

- a. The purpose of educational leave is to grant Staff Nurses time off for the pursuit of education pertinent to her/his employment at Stanford Hospital and Clinics. Job relatedness of any particular education program is to be determined by the definitions set forth in Section 10 of this Agreement.
- b. Staff Nurses who have satisfactorily completed one (1) year of regular full-time employment, or eighteen (18) months of part-time employment of at least 0.5 time, or eighteen (18) months of combined full-time and part-time employment of at least 0.5 time, are eligible to apply for educational leave.
- c. Educational leave must be approved by the Staff Nurse's supervisor and the Vice President of Patient Care.
- d. If an educational leave of absence exceeds one-hundred eighty (180) calendar days, the Staff Nurse's hire and review dates will be adjusted forward for the entire period of unpaid time off which exceeds one-hundred eighty (180) calendar days.

15.3.2 State and Federal Family and Medical Leave. Nurses who have been employed by Stanford Hospital and Clinics for at least twelve (12) months and have worked for the Employer at least twelve hundred fifty (1250) hours during the previous twelve (12) months are eligible for Family/Medical Leave in accordance with State and Federal laws:

- birth of the employee's child;
- the placement of a child with the employee as a result of adoption or foster care;

- the care of a spouse, domestic partner, child or parent with a serious health condition;
- a serious health condition that makes the employee unable to perform her/his job.

15.3.3 Medical Leaves of Absence (excluding pregnancy related disability). Staff Nurses who have passed the trial period who are not eligible for State and Federal Family and Medical Leave are eligible to apply for medical leave.

- a. Staff Nurses who become ill, injured, or otherwise medically incapacitated, and who expect to be absent for more than seven (7) consecutive calendar days, must request a medical leave of absence presenting verification by a physician on a Physician's Letter. A medical leave of absence must be requested as soon as the Staff Nurse is aware of the need for the leave.
- b. The form must state the date that the physician recommends the Staff Nurse cease work, work limitations, and the expected date of return to work. If these dates change or if any different limitations are imposed by the physician, the Staff Nurse must furnish immediate notification by another Physician's Letter to the Employee Health Service and her or his supervisor. It is the Staff Nurse's responsibility to inform her or his personal physician of the normal job requirements in order to assist in determining the cease-work date, work limitations, and the return-to-work date. A final return-to-work date will be determined after review of the Return to Work Authorization on the Physician's Letter signed by the Staff Nurse's personal physician. A clearance must be obtained by the employee from Employee Health Service for work related injury and illness, or infectious disease prior to return to work. At the discretion of the employee's supervisor an authorization for return to work from Employee Health Service may be required for other injury or illness prior to the employee's return to work. The Staff Nurse cannot return to work until cleared in accordance with the above.

15.3.4 Pregnancy Related Disability Leave. All female Staff Nurses covered by this Agreement are eligible for pregnancy related disability leave. The leave is granted at the request of the Staff Nurse, for the period of time during which she is incapable of performing her job because of medical disability resulting from normal pregnancy, delivery, or post-childbirth recovery. The Staff Nurse may take the leave without pay or use accrued PTO. The leave may be as long as six (6) months when a verified disability exists. If the Staff Nurse remains disabled following the end date of the leave the situation will be treated as any other non work-related medical disability as defined in this Section.

- 15.3.5 Parental Leave of Absence (Non-Disability). All Staff Nurses covered by this Agreement are eligible to request parental leave related to the birth or adoption of her/his child. If the Staff Nurse is not eligible for State and Federal Family Leave (see 15.3.2), a personal leave without pay may be granted for up to one-hundred eighty (180) days following childbirth or adoption or upon the conclusion of the Staff Nurse's pregnancy related disability, if any. A personal leave for parental leave purposes will not be unreasonably denied. The Staff Nurse may take the leave without pay or use accrued PTO.
- 15.3.6 Personal Leave of Absence.
- Personal leave of absence may be granted at the discretion of the Staff Nurse's supervisor with the approval of the Vice President of Patient Care. A personal leave of absence may not be granted for other compensated employment.
 - Applications for personal leave of absence must be made on a Leave of Absence Request and Authorization Form and must state the specific reason for the time off requested.
- 15.3.7 Military Training Leaves. When a Staff Nurse is required to perform annual military training duty or is called to active duty, a leave will be granted in accordance with Federal Law. A Staff Nurse will upon request provide the Employer copies of her or his induction papers, active duty orders and orders to report for active annual duty training.
- 15.4 Duration of Leave. Leaves of absence may be granted up to the following maximum amounts of time:
- Personal – One-hundred eighty (180) days with a possible one-hundred eighty (180) day extension.
 - Educational – One (1) calendar year.
 - Military – A leave will be granted in accordance with federal law.
 - State and Federal Family and Medical Leave – Ninety (90) days.
 - Medical (including pregnancy related disability) – Up to one-hundred eighty (180) days. A personal leave of absence may be requested up to an additional one-hundred eighty (180) days.
 - Parental leave – One-hundred eighty (180) days.
- 15.5 Combinations of Leaves of Absences. Excluding military and educational leaves of absence, no combination of leaves shall be granted within any three hundred sixty-five (365) day period, measured from the first day of the first such leave, which considered together exceed one hundred eighty (180) days unless a personal leave of absence extension of up to six (6) months is granted at the sole discretion of the Staff Nurse's supervisor with the approval of the Vice President of Patient Care. Except that Staff Nurses with fifteen (15) years or more of

service shall be granted an additional thirty (30) days of medical leave if the Staff Nurse's evaluations have been satisfactory and there are no corrective actions in the nurse's personnel file.

15.6 Reinstatement Rights.

15.6.1 State and Federal Family and Medical leaves of absence, Medical, pregnancy related disability, personal and parental leaves of absence (up to one-hundred eighty (180) days). Staff Nurses will be offered the same or similar positions. Similar includes the same classification, pay, and benefits, but not necessarily the same shift and/or unit to which the Staff Nurse was assigned prior to the leave of absence.

15.6.2 Reinstatement is not guaranteed for personal leaves over one-hundred eighty (180) days or any combination of leaves over one-hundred eighty (180) days and educational leaves, but a Staff Nurse will be offered the same or any similar existing vacancy upon returning from the leave.

15.6.3 Military leave. In accordance with federal law provided that the Staff Nurse requests reinstatement within the time provided by federal law.

15.7 Working Leave Status. A Staff Nurse on any leave of absence may work on a Relief basis when and if her/his condition allows it and if the department has need for such Relief employment.

15.8 Procedures.

15.8.1 A Staff Nurse shall submit a written request for leave of absence for the approval of her or his supervisor on a Leave of Absence Request and Authorization Form thirty (30) days in advance of the desired starting date, except in the case of an extreme emergency. The request shall state the specific reason for the Leave and the dates of the Leave.

15.8.2 A Staff Nurse who is granted a leave of absence will be informed on the Leave of Absence Request and Authorization the dates of the Leave, benefit limitations, insurance procedures, and the requirements for and the conditions under which the Staff Nurse may return to work.

15.8.3 At the discretion of supervision, and with the approval of the Vice President of Patient Care, it is not necessary for a Staff Nurse to completely exhaust PTO before a personal leave is granted.

15.9 A Staff Nurse shall not forfeit any accrued benefits during an authorized leave of absence, or accrue any benefits during such leave. A Staff Nurse's Adjusted Hire Date will be changed for a leave of absence of more than six (6) months, except as provided in 15.10, below.

- 15.10 Subject to the terms and conditions established by the Employer's insurance plans, Staff Nurses on authorized Medical leave of absence or State and Federal Family and Medical leaves of absence who have Employer-paid premiums under the Employer's Group Medical, Dental, and Basic Life Insurance, described in Section 9, will continue to have such group coverage premiums paid by the Employer if they continue to pay employee contributions. Staff Nurses on any other authorized leave do not receive Employer contributions but may pay the entire required premium for continuous group coverage for themselves, their spouse/domestic partner and dependents. The Staff Nurse may arrange for continued coverage by making monthly premium payments through the Benefits Office, subject to the terms and conditions established by the Employer's insurance plans. Participation will continue in Retirement Plans and time lost due to a Worker's Compensation injury or occupational illness will count toward vesting requirements for Staff Nurses covered by the Employer's Pension Plan. Further, a Staff Nurse on an authorized Medical leave of absence due to a Worker's Compensation injury or occupational illness status shall not suffer any loss of seniority. The original date of hire or the adjusted hire date (if previously adjusted) and the next review date shall be maintained. If a Staff Nurse is still absent when eligible for review, the review will be postponed until the Staff Nurse returns to work.
- 15.11 Any Staff Nurse covered by this Agreement will have the option to purchase Employer offered medical and dental insurance at group rates for up to one (1) year while on an approved Educational Leave of Absence.
- 15.12 Return from Leave.
- 15.12.1 Advance Notice. Staff Nurses on approved leave of absence are expected to return to work on the first scheduled work day following the expiration date of the leave. In the event a Staff Nurse is unable to return for any reason s/he must contact her/his supervisor at least one (1) week in advance of the expiration of the leave.
- 15.12.2 Failure to Return. If a Staff Nurse fails to return to work at the expiration of a leave of absence, s/he will be deemed to have resigned her/his employment.

SECTION 16 CHRISTMAS AND NEW YEAR'S HOLIDAY

- 16.1 All Staff Nurses shall be given either the Christmas or New Year's holiday off, unless the Staff Nurse requests to work both holidays. Christmas Eve and/or New Year's Eve may be considered as the holiday upon request, and/or may be given in conjunction with the holiday according to staffing needs.
- 16.2 It shall be the responsibility of the Staff Nurse to request, according to established departmental policy, her/his preference with regard to this holiday

time, including choice of holiday and whether it should be scheduled as a regular day off or PTO time. If it is not feasible to grant the holiday as a day off, PTO or "A" time shall be used.

- 16.3 The Employer shall, on the basis of the Employer's needs, decide which of the holidays shall be granted.
- 16.4 In those instances where the Employer does not grant the holiday requested, the other holiday shall be granted automatically.
- 16.5 Thanksgiving shall not be considered in determining Christmas/New Year's holidays.
- 16.6 Both holidays may be granted, subject to individual request and Employer approval.
- 16.7 Individual Staff Nurses may request additional days off in conjunction with the Christmas or New Year's holidays. Except in unusual circumstances, a request for more than seven (7) additional calendar days off will not be considered. The Employer shall make the final determination whether any request shall be granted

SECTION 17 JURY DUTY AND LEGAL APPEARANCES – STAFF NURSES

- 17.1 Jury duty as used in this Agreement is defined as that time a Staff Nurse is required to spend sitting on a jury or physically waiting at the courthouse in anticipation of being called to sit on a jury. Jury duty does not include time spent away from the courthouse on "telephone alert" or other forms of standby service not requiring a Staff Nurse's physical presence at the courthouse.
- 17.2 There will be no loss in regular wages for time spent away from work when a Staff Nurse is called for jury duty or for legal appearances on behalf of the Employer. PTO accrual will continue for all such hours that the Staff Nurse would normally have been scheduled to work.
- 17.3 Wage payments will not be made for jury duty on any day on which a Staff Nurse had been previously scheduled for PTO, or a Leave of Absence. Staff Nurses will be paid at their hourly base wage rate for time spent for legal appearances on behalf of the Employer. If a Staff Nurse had previously approved PTO or time off scheduled prior to being notified of jury duty service, upon request of the Staff Nurse, the PTO or time off shall be canceled if the request for cancellation is provided within a reasonable time of the Staff Nurse's receipt of the notice for jury duty service. Cancellation of previously approved PTO or time off is not intended to occur on a day-to-day basis. Proof of completion of the time spent as a juror must be submitted to the supervisor at the time of the request.

- 17.4 Payments received from the Federal government, State or County, are kept by the Staff Nurse to help defray expenses.
- 17.5 The Staff Nurse should notify the supervisor immediately upon receipt of the summons so that arrangements can be made for the absence. Upon request by the supervisor proof of completion of jury duty will be provided.
- 17.6 Staff Nurses required to participate in jury duty, grand jury duty, or legal appearances as defined in this Section shall not be scheduled to work more than ten (10) days in every fourteen (14) day pay period with each day spent in jury duty or legal appearances considered a day worked for the purposes of this Section. Regardless of shift, the Staff Nurse shall be relieved of her/his duties on the date s/he is required to be on jury duty or make legal appearances. Night shift Staff Nurses will be provided paid jury duty release time either the night before serving on jury duty or the night of the jury duty service, if scheduled, at the Staff Nurse's discretion. If the night shift Staff Nurse opts for paid jury duty release time the night before serving on jury duty, the Staff Nurse may use PTO or "A" time the night of jury duty service. This provision does not apply for on-call jury duty status.
- 17.7 Jury Duty and Legal Appearance procedures for Relief Nurses to be covered in Section 11.14.8.

**SECTION 18
TIME OFF FOR CRONA OFFICERS**

- 18.1 The CRONA president and two designated officers shall be allowed reasonable time off with pay each pay period not to exceed a total of four (4), eight (8) hour shifts for the three (3) for the purpose of conducting CRONA business with the Employer. Different officers may be designated by CRONA to use this time off on a rotating basis. The time off shall be scheduled in advance by mutual agreement between CRONA and the Employer. CRONA will notify the Employer after election of officers as to the distribution of the CRONA days. In the event that the distribution of the CRONA days changes due to officer absence, CRONA will notify Unit Services prior to the pay period that the change occurs. All benefits shall accrue on these days. CRONA shall provide the Employer with a list of its officers and apprise the Employer of any changes during the term of this Agreement.
- 18.2 CRONA's nurse designees shall not be unreasonably denied Absent days and/or the use of PTO to attend Nurses' Association Conventions. CRONA recognizes that the decision to approve or deny either Absent days and/or PTO to attend such conventions because of scheduled work and staffing assignments is within the sole discretion of the Employer. CRONA shall notify the Employer of the identity of their designees and the date of the conventions, at least thirty (30) days in advance of such leave.

SECTION 19
ADVANCE INTERNAL TRANSFER REQUESTS

CRONA recognizes that the Employer announces job vacancies, recruits and hires in accordance with general procedures established by the Employer. To assist Nurses applying for transfer to full-time and part-time Staff Nurse vacancies established by the Employer, the following procedures shall be applicable to both Staff and Relief Nurses:

- 19.1 The advance transfer procedure specified in this Section is open to all current Stanford Hospital and Lucile Packard Children Hospital Staff and Relief Nurses who have completed their respective trial periods as defined in this Agreement.
- 19.2 The Employer shall post all current lists of Staff Nurse vacancies on the HR Job Posting Board and provide a copy to CRONA. A request file for temporary or regular reassignment of shifts, position or status will be kept on each unit and considered when making decisions to fill temporary or regular positions.
- 19.3 Eligible Nurses will be permitted to request a transfer to a regular full-time or part-time Staff Nurse position in another unit in advance of any actual vacancy occurring by signing an advance transfer request list maintained by the Employer.
- 19.4 Any eligible Nurse who has signed the advance transfer request list will automatically be considered as a transfer candidate for any full-time or part-time job vacancy on the unit requested, regardless of existing staffing patterns on the unit to which the Nurse is presently assigned. Finalists candidates will be interviewed for the vacancy.
- 19.5 An advance transfer request will be valid for ninety (90) days but may be renewed by the nurse by repeating the request procedure outlined in 19.3.
- 19.6 Eligible Nurses are encouraged to file with the Department of Nursing office a written Statement of Interest in any position to which they make an Advance Transfer Request. The Statement will be retained as long as an active Advance Transfer Request is on file and will be reviewed whenever a vacancy occurs.
- 19.7 Eligible Staff and Relief Nurses of the Employer who utilize the advance transfer request procedure specified in this Section are given preference if qualified, as determined by the Employer, for vacancies over external applicants if the qualifications of internal and external applicants are determined to be substantially equal. As between qualified internal applicants, if qualifications are determined to be substantially equal, seniority shall be the determining factor.
- 19.8 Transfers pursuant to this Section 19 shall include Relief Nurse applications for open, posted positions. When applying for such positions, "B", "C", and "D" Relief Nurses will be credited with seniority as follows, provided there has been no break in employment as set forth in Section 31:

- a. the full period the Relief Nurse has been employed by the Employer as a Staff Nurse, and
- b. at a ratio of two (2) years of service for one (1) year of seniority credit for all periods of employment as a Relief Nurse, provided the Relief Nurse maintained her/his commitment during such periods.

As an example, a Nurse who has worked 4 years as a Staff Nurse and then, without a break in employment, has continued to work an additional 10 years as a "B" Relief Nurse will be credited with a total of 9 years seniority for the purposes of Section 19.

SECTION 20 PAYROLL PROCEDURES

- 20.1 Live paychecks are generally available for distribution after 3:00 p.m. on the Thursday following the end of the two (2) week pay period ending the previous Saturday. A documentary record of direct deposits will be mailed to the last mailing address provided by the Nurse.
- 20.2 Checks computed from late timecards will be issued on Monday following the normal Friday paychecks.
- 20.3 Pay advances are made only for non-recurring financial emergencies. Advances may not exceed the net amount (after deductions) earned for hours actually worked in the pay period by the Nurse. A salary advance will be deducted from the Nurse's next check. Early pay checks may be issued in the event of a bona fide non-recurring emergency or absence on payday in conjunction with five or more scheduled days of PTO. Other instances of being absent from work on payday or having obligations fall due prior to payday are not considered emergencies. These checks are early in relation to normal payday and do not represent pay advances. These are checks issued for the past pay period only. Special checks for advances and early pay are processed according to 20.4.
- 20.4 Special checks (advance, correction of errors involving pay for four (4) or more hours, early paychecks, garnishments, vacation, etc.) for which an Interim Check Request Form is submitted by Unit Services by 10:00 AM Wednesday and Friday, will be available by 5:00 PM the same day. Special checks will be delivered to the nurse's supervisor or made available in Unit Services. Drawing special checks is an expensive and time consuming process. Nurses are urged to keep special check requests to an absolute minimum.
- 20.5 The Employer will mail any unclaimed paychecks directly to the last mailing address provided by the nurse three (3) days after payday.
- 20.6 Nurses must advise the Payroll Office of any error in their paychecks. Underpayments, unless a special check has been requested as specified in 20.3,

of pay for four (4) hours or less or overpayments will normally be rectified on the paycheck following the detection of the error. However, repayment plans may be developed by the Payroll Office if an amount to be repaid would cause a hardship to the nurse. All repayment plans must ensure the return of the full amount prior to completion of any employment contract or termination of employment.

- 20.7 The Employer shall, upon written authorization by the individual nurse, deposit the nurse's pay in either a bank of the nurse's choice located in the State of California or the Stanford Federal Credit Union.

SECTION 21 NURSE INFORMATION CENTERS

- 21.1 The Employer will provide a conveniently located bulletin board in the Main Center to be used for posting Employer and CRONA communications with nurses covered by this Agreement. Designated CRONA representatives shall be responsible for posting CRONA materials. It is agreed that these boards will be the sole location for all such posted communications. In addition, each Nursing Unit will have designated space available on its bulletin boards for CRONA postings.
- 21.2 The Employer shall maintain a supply of the forms listed below in the Main Center. The forms will be available in areas which are accessible to nurses around the clock.
1. Retirement Savings Plan Investment election and deduction forms.
 2. Medical and dental insurance claim forms.
 3. Flexible spending authorization forms.
 4. Educational expense reimbursement forms.
 5. Other forms as may from time to time be agreed upon by CRONA and the Employer.
- 21.3 At the beginning of each calendar year the Employer shall furnish to CRONA a list of all on-going Department of Nursing standing committees. The Employer will inform CRONA in Joint Conferences of Staff nurse vacancies on these committees as they occur.

SECTION 22 PERFORMANCE EVALUATION – STAFF AND RELIEF NURSES

The Employer provides Nurses performance appraisals periodically and/or in conjunction with any change in a Nurse's classification in accordance with procedures established by the Employer. Regarding written performance evaluations and written self-evaluations, CRONA and the Employer agree as follows:

- 22.1 The Nurse's supervisor will advise the Nurse thirty (30) days prior to the Nurse's review date that on the Nurse's review date the supervisor will provide a written evaluation of the Nurse's performance. If the Nurse's supervisor is not a

registered nurse, the assessment of the nurse's clinical skills shall be provided by a non-CRONA nurse. Performance problems will be identified with the Nurse before being documented in the performance evaluation. Overtime issues which are not performance related will not be addressed in the evaluation. Unless absenteeism is excessive, it will not be addressed in the evaluation, except in summary.

- 22.2 The supervisor shall schedule an appointment with the Nurse fifteen (15) days prior to the Nurse's review date to discuss the Nurse's performance. Either the Nurse or the supervisor may ask to schedule an additional meeting prior to the review date to present additional information or to reconcile any differences.
- 22.3 On the Nurse's review date the supervisor will provide the Nurse with the written performance evaluation. Peer evaluations may be requested by the Nurse or Manager. On units where peer evaluations are requested, the supervisor will assume the responsibility for gathering such evaluations unless the individual Nurse and supervisor mutually agree otherwise. It is understood that any comments solicited from non-nurse coworkers will be limited to the coworker's assessment of the Nurse's interpersonal skills and/or leadership ability in the working environment. *New peer review committees for the purposes of evaluation of Nurses will not be created except by mutual agreement. The Nurse will be allowed to review any evaluations from peers in the form provided by the peer to the supervisor.*
- 22.4 After the evaluation process has been completed, any necessary pay action will be implemented for the pay period following completion of the evaluation process and shall be effective as of the Nurse's salary review date.
- 22.5 The supervisor will upon completion of the evaluation process prepare a brief summary of the evaluations and peer evaluations where appropriate to become part of the Nurse's permanent personnel file. A copy will be provided to the Nurse upon request.

SECTION 23 WRITTEN WARNINGS AND DISCIPLINE

- 23.1 Written Warning (excludes other Disciplinary Notices).
 - 23.1.1 A written warning is provided primarily where previous verbal communications have been ineffective and the supervisor wishes to *impress upon the nurse the seriousness of a problem and/or more serious corrective action or discharge is not deemed warranted.* If the Nurse's supervisor is not a Registered Nurse, the assessment of the nurse's clinical skills shall be provided by a non-CRONA nurse. The supervisor will advise the Nurse that s/he may request a CRONA representative at the meeting in which the written warning will be delivered. A CRONA representative must be available for a meeting

within three (3) business days of the Nurse's request to have a CRONA representative at the meeting, or within such additional time as is agreed to by the Employer. A recurrence of similar related misconduct may result in further corrective action or discharge. Staff and Relief nurses who have completed the trial periods specified in Section 6 and 11 of the Agreement may grieve the Written Warning pursuant to the provisions of Section 24 and the nurse may provide written objections to the warning within fifteen (15) days of receipt. The objections will be placed in the nurse's permanent personnel file.

- 23.1.2 Written warnings and attachments will be removed from the nurse's permanent personnel file and will not be considered in any corrective action after twelve (12) months have lapsed since the date the warning was issued, unless the nurse engages in similar or related misconduct within that period. Similar or related misconduct during that period may result in the warnings being extended an additional twelve (12) months and may result in whatever corrective action may be deemed appropriate. After a nurse's termination of employment, written warnings shall not be disclosed to other prospective Employers.

23.2 Discipline.

23.2.1 During the Trial Period of Employment.

- a. All newly hired Staff Nurses will serve a trial period of six (6) months, with no more than one (1) extension of three (3) months. The extension must be by mutual agreement between CRONA and the Employer unless the trial period has been automatically extended pursuant to Section 6.1. During the trial period of employment a Staff Nurse may be disciplined for conduct or performance which is deemed unacceptable by the Employer. A trial period Staff Nurse is not eligible to use the Grievance Procedure in Section 24.
- b. All newly hired Relief Nurses will serve a trial period. For "A" and "B" Relief Nurses the trial period shall commence on the first day of employment and extend until the date the Relief Nurse has actually worked one thousand (1,000) hours or twelve (12) months of employment provided that the trial period shall in no case be less than six (6) months of employment. The trial period for "C" and "D" Relief Nurses shall be six (6) months. During the trial period a Relief Nurse may be terminated at any time at the Employer's sole discretion and the Employer's discretion shall not be subject to review under any provisions of this Agreement.
- c. Before a Staff or Relief Nurse in her/his trial period can be terminated primarily for unsatisfactory performance not involving

serious performance deficiencies warranting immediate discharge, s/he must be interviewed by supervision. During the interview the nurse must be thoroughly informed of those areas of job performance considered unsatisfactory. Supervision should then seek to work out a written plan with the nurse, aimed at eliminating performance problems, or, if this is not practicable, the nurse should be told what sort of improvement will be expected of the nurse before the end of the trial period.

- d. Except in serious cases warranting immediate discharge, a Staff Nurse discharged during the trial period of employment who has completed the first ninety (90) calendar days of the trial period will receive a one (1) week notice of separation. The Staff Nurse may be required to work as usual during the notice period, or may be given pay in lieu of notice, or may be required to work part of the notice period and be paid in lieu of working the remainder of the period.
- e. Except in serious cases warranting immediate discharge or when the discharge involves a failure to maintain commitment, a Relief Nurse discharged during the trial period of employment who has completed the first five hundred (500) hours of employment will receive a one (1) week notice of separation. The Relief Nurse will not be required to work during the notice period and is not eligible for pay in lieu of notice.
- f. A Relief Nurse discharged during the trial period for failure to maintain commitment pursuant to Section 11.12.1 will be advised of the termination by letter to her/his last known address.
- g. CRONA will be notified of any Staff or Relief Nurse being considered for discharge in the trial period.

23.2.2 After the Trial Period of Employment.

- a. Discipline for Cause – Staff Nurses. Staff Nurses who have successfully completed the trial period of employment will not be disciplined except for just cause. Any discipline may be appealed by the nurse under the provisions of Section 24. Except in serious cases warranting immediate discharge, Staff Nurses discharged after the trial period of employment will receive two (2) weeks notice of discharge. Staff Nurses may be required to work as usual during the two (2) weeks or may be given pay in lieu of notice, or may be required to work part of the notice period and be paid in lieu of working the remainder of the period.

- b. Discipline for Cause – Relief Nurses. Relief Nurses who have successfully completed the trial period of employment will not be disciplined except for just cause. Any discipline may be appealed by the Relief Nurse under the provisions of Section 24. Except in serious cases warranting immediate discharge or when the discharge involves a failure to maintain commitment, Relief Nurses discharged after the trial period of employment will receive two (2) weeks notice of discharge. The Relief Nurse will not be required to work during the notice period and is not eligible for pay in lieu of notice.
- c. A Relief Nurse discharged for failure to maintain commitment pursuant to Section 11.12.1. will be advised of the termination by letter to her/his last known address.

23.2.3 Termination Primarily for Unsatisfactory Performance – Staff and Relief.

- a. Probation for Non-Trial Period Nurses. Before a nurse who has successfully passed the trial period can be terminated primarily for unsatisfactory performance (not including failure to maintain commitment) under the just cause provision herein, s/he must be interviewed by supervision. During the interview the nurse must be thoroughly informed of those areas of job performance where s/he is considered unsatisfactory. Supervision shall then seek to work out a written plan with the nurse, aimed at eliminating the performance problems and specifying what sort of improvement will be expected of her/him over the term of a defined probationary period not to exceed sixty (60) days in length, if supervision determines that a probationary period would be useful. The CRONA Nurse Advocate or a CRONA officer or officers designated by CRONA as the representative for the purposes of this paragraph will be notified when supervision determines that a nurse may be placed on probation and at the nurse's request may be present at the meeting to discuss the probation. CRONA will inform the Employer in writing of the CRONA officers so designated within thirty (30) working days after execution of this agreement and thereafter within ten (10) working days of any change in officer designation. The nurse will be notified in writing concerning her/his status within ten (10) working days of the end date of the probationary period. A copy of the notification will be provided to CRONA.
- b. Termination for Cause – Staff and Relief. If the nurse does not demonstrate her/his ability to satisfactorily perform her/his job after a defined probationary period or if supervision determines that a probationary period is not feasible, the nurse may be

terminated under the just cause provision set forth above. A CRONA representative will be notified of the decision to terminate.

- c. Opportunity to Transfer After Trial Period – Staff Nurses. A Staff Nurse who is subject to probation or termination under this Section may request a transfer to another Nursing Unit provided that a position exists and that supervision of both affected units agree to the transfer. If a transfer is approved the Staff Nurse will be evaluated pursuant to Section 6.2 of this Agreement. The decision of unit supervision as to the feasibility of transfer shall not be reviewable under the terms of this Agreement.
- d. Opportunity to Transfer After Trial Period – Relief Nurses. A Relief Nurse who is subject to probation or termination under this Section may request a transfer to another Nursing Unit provided that a position exists and that supervision of both affected units agree to the transfer. If a transfer is approved the Relief Nurse will be evaluated pursuant to Section 11.6 of this Agreement. The decision of unit supervision as to the feasibility of transfer shall not be reviewable under the terms of this Agreement.

SECTION 24 GRIEVANCE AND ARBITRATION

Purpose: The purpose of the procedures set forth herein is to provide the parties with an orderly means of resolving differences which may arise between them. The parties intend that the procedures set forth shall be in lieu of any other formal procedure established by the Employer for resolution of employee grievances and shall be the exclusive means for resolution of CRONA's grievances against the Employer.

24.1 Grievances.

- 24.1.1 Only nurses who have successfully completed the trial period of employment are eligible to use this grievance procedure, except that trial period nurses may use this procedure for disputes over whether their paychecks are in accordance with the pay provisions of this Agreement, or whether they have been subjected to any discrimination of the type described in Section 2.
- 24.1.2 A Formal grievance is a written claim by a nurse or CRONA concerning a nurse's wages, hours, or working conditions and involving the interpretation or application of this Agreement. A grievance may be filed by any individual nurse covered by this Agreement or by any officer designated by CRONA. A grievance filed by CRONA when not on behalf of an individual nurse shall be started at Step Two of this procedure.

24.2 Grievance Procedure.

- 24.2.1 Step One – Informal Discussions. A grievance may be started when a nurse (called "grievant") tells her/his supervisor the facts of the grievance and asks for resolution within five (5) working days. A CRONA representative may be present at the option of the individual nurse. If the grievant does not accept resolution of any part of the grievance, s/he may proceed to Step Two of this procedure or the grievant may at her/his option skip Step One and begin the grievance at Step Two.
- 24.2.2 Step Two – Submission of Formal Grievance. The grievance shall be submitted in writing to the Vice President of Patient Care within the time frames set forth in paragraph b. Timeliness below. The Vice President of Patient Care will submit a copy of the grievance to CRONA and to the Director of Employee and Labor Relations within two (2) working days from receipt of such grievance.
- a. Content of Formal Grievance. The formal grievance shall be signed and dated by the grievant or designated CRONA officer and shall contain a brief description of the action or inaction complained of, the Employer management representative, if known, who is believed to have taken the action or failed to act, the date the action occurred or should have occurred, the resolution desired, and the Section or Sections of the Agreement alleged to be involved.
- b. Timeliness. In cases of discipline, separation or layoff, the formal grievance shall be submitted no later than twenty-one (21) calendar days, and in all other cases no later than thirty (30) calendar days, after the date the action occurred or should have occurred. Notwithstanding the preceding sentence, if in the case of a grievance, the nurse aggrieved did not know of the action or failure to act when it occurred, then the grievance shall be submitted no later than thirty (30) calendar days after the day when the nurse could reasonably have been expected to have known. If, in the case of a grievance which is not a claim on behalf of any nurse, neither CRONA nor any of its agents, knew of the action or failure to act when it occurred, then the grievance shall be submitted within thirty (30) calendar days after the day CRONA or any of its agents could reasonably have been expected to have known. Disputes as to timeliness shall be resolved by the arbitrator should the grievance proceed to that stage.
- 24.2.3 Step Three – Resolution or Referral for Review. The Vice President of Patient Care shall respond to the grievance or refer it to a reviewing

Employer representative within five (5) working days of receipt. A copy of the Vice President of Patient Care's resolution or notice of referral will be provided to the nurse grievant, and CRONA, and the Director of Employee and Labor Relations, or designee.

- a. Review Meeting. The reviewing representative shall call a meeting with the grievant and/or CRONA officers, not to exceed two (2) and any other person or persons as can, in the view of the reviewing representative, because of their knowledge of the facts, contribute to a discussion of the grievance.
- b. Resolution. The reviewing Employer representative shall present a written determination on the grievance with copies to the grievant and CRONA within fifteen (15) working days after referral of the grievance. The determination shall state the specific reasons for the decision either to grant or deny the grievance.
- c. If CRONA does not accept the Step Three determination then within fifteen (15) working days of receipt of the determination, CRONA may refer the issue to arbitration by written notice to the Director of Employee and Labor Relations with a copy to the Vice President of Patient Care.

24.2.4 Step Four – Arbitration.

- a. When CRONA has requested arbitration in accordance with this Section, CRONA and a representative designated by the Employer shall attempt to reach Agreement on an arbitrator by informal discussion. If agreement has not been reached within five (5) working days of the request for arbitration, the arbitrator shall be selected from the following seven (7) persons by the alternative striking of names, with the Employer striking first, until one remains, who shall be the arbitrator:

Charles Askin, Howard Block, David Nevins, Alexander Cohn, Kathy Kelly, Anita Christina Knowlton and Frank Silver.
- b. Hearing. The arbitration shall begin as soon as possible giving due consideration to the schedules of the representatives and witnesses of the parties provided that failure of CRONA to request the setting of a hearing date within sixty (60) calendar days of the referral to arbitration shall result in a waiver of the claim. The hearing shall be closed unless the arbitrator rules otherwise. Prior to the hearing the parties shall attempt to reach agreement on a joint submission of the case to the arbitrator. If the parties fail to agree on a joint submission, each shall present

a separate submission, and the arbitrator shall determine the issue or issues to be heard provided that the issue is arbitrable in accordance with this Section. The joint or separate submissions shall state the issue or issues and the specific Section or Sections of this Agreement which the arbitrator is to interpret or apply.

c. Resolution.

- (1) After such hearing the arbitrator shall render as soon as possible a decision which shall be final and binding on all parties.
- (2) The arbitrator shall have no power to add to, subtract from, alter, modify or amend any of the terms or provisions of this Agreement.
- (3) The arbitrator's authority to award monetary damages shall be limited to compensatory damages.

d. Expense. The cost of compensation and expenses of the arbitrator, including the cost of a transcript unless a transcript is waived by mutual agreement of the parties and the arbitrator, shall be divided equally between the parties. However, each party shall bear its own expenses of representation and witnesses.

e. Expedited Arbitration. The parties may agree in writing that an individual grievance or grievances be submitted to expedited arbitration as set forth in this subsection e.

- (1) The arbitrator shall conduct a hearing at the earliest date;
- (2) Unless ordered by the Arbitrator, there shall be no transcript of the hearing and post-hearing briefs shall be waived.;
- (3) The Arbitrator shall use best efforts to render a decision within ten (10) working days following the Arbitrator's closing the hearing record.

Except to the extent modified in this subsection e., the remaining provisions of Section 24 shall be applicable to expedited arbitration.

24.2.5 Right to Representation. **The nurse may upon request have a CRONA representative present.**

- a. Representation at formal steps. A grievant may be assisted or represented by a representative of CRONA at any formal step of the grievance procedure.
- b. Representation at Investigatory Interview. When in the Employer's judgment an investigatory meeting is called for prior to any decision to discipline a nurse, the nurse may upon request have a CRONA representative present. Prior to the meeting supervision will inform the nurse of the purpose for the meeting.
- c. Representation at Disciplinary Meeting. When the Employer has *determined that a nurse is to be disciplined, the nurse may upon request have a CRONA representative present at any meeting concerned with such discipline.* Prior to the meeting supervision will inform the nurse of the purpose for the meeting.
- d. Definition of Discipline. For the purposes of sub-sections b. and c. above only, an oral warning or reprimand shall not be considered discipline. Nothing in Section 24 shall require the Employer to schedule an investigatory meeting prior to making a decision to discipline a nurse.

24.2.6 Adherence to Time Limits.

- a. Processing of Grievances. The Employer and CRONA agree that grievances should be raised, and settlement attempted, promptly. Failure of CRONA or a nurse to proceed within any time limit set forth in this Section shall constitute a waiver of the claim. Failure of the Employer to act within any time limit set forth herein shall entitle the grievant or CRONA officer to proceed to the next step. If the Employer has not responded within the required time limit, the Employer shall be deemed to have rejected the grievance on the last day of the period for response and the matter may be appealed to the next level. However, any of the time limits set forth in this Section may be extended by mutual written agreement of the Employer and CRONA.
- b. Limit of Liability. The Employer shall not be liable for, nor shall any review or arbitration hearing concern, a claim for back wages or other financial reimbursement for any period prior to one hundred twenty (120) calendar days before the filing of the formal grievance which is the subject of the claim, review or arbitration hearing.

- 24.2.7 Grievance Pending. Grievances filed prior to the effective date of the current Agreement shall be heard under the terms and procedures set forth in the prior Agreement.
- 24.2.8 Informal Settlement Discussions. CRONA or the Employer may attempt to resolve a grievance at any time or at any level through informal settlement discussions. Such discussions shall in no way interfere with the grievance procedure nor require the participation of the grieving nurse. All such discussions shall be treated as confidential and shall not be used as evidence for or against any position in any subsequent arbitration. No adjustment of a grievance through such discussions shall conflict with or supersede the terms of this Agreement or serve as precedent for the settlement of any other grievances filed under this Agreement.

SECTION 25 NO STRIKES OR LOCKOUT

There shall be no strikes, slowdowns, sympathy strikes, work stoppages, picketing, or concerted interference with the business of the Employer, on the part of CRONA, CRONA officers or its agents. There shall be no lockout on the part of the Employer during the term of this Agreement.

SECTION 26 NOTICE OF PERSONNEL GUIDELINES AND PROCEDURE CHANGES

CRONA recognizes that, except as provided in this Agreement, the Employer establishes and maintains personnel guidelines and procedures of general application to all the Employer's employees including nurses, and, subject to this Agreement, the Employer retains the sole discretion to add to, delete from, or otherwise change the provisions of these guidelines and procedures. The Employer will notify CRONA in writing at least thirty (30) calendar days in advance of implementation of any changes in those personnel guidelines and procedures which apply to nurses covered by this Agreement and upon request meet with CRONA to discuss CRONA's recommendations and suggestions concerning the proposed changes. Upon request by CRONA, the Employer will meet with CRONA to discuss current hospital and department policies which apply to nurses covered by this Agreement to discuss CRONA's recommendations and suggestions regarding the current policies with the goal of achieving consistency. The Employer's discretion with regard to personnel guidelines and procedures shall not otherwise be subject to review under this Agreement.

SECTION 27 JOINT CONFERENCES

- 27.1 The Employer and CRONA recognize their mutual interest and concerns regarding numerous matters and their effects on nurses, e.g., health and safety, work environment, human resources matters, parking and security and

personnel policies and procedures of specific application to nurses and of general application to the Employer's employees, including nurses. The Employer desires to have CRONA share with the Employer their suggestions and recommendations regarding such matters. Therefore the Employer and CRONA agree that at the request of either the Employer or CRONA, joint conferences with CRONA, Stanford Hospital and Clinics and Lucile Packard Children's Hospital shall be held monthly between appropriate Employer representatives and CRONA officers for the purpose of discussing such matters. A representative from Nursing Administration from each Hospital shall attend the meetings. It is understood that no matters discussed or action taken as a result of such conference shall, in any way, change or alter any of the provisions of this Agreement or the rights or obligations of either party under the terms of this Agreement. The parties also may mutually agree to schedule special conferences.

- 27.2 The Employer respects the legitimate concerns of nurses who may prefer not to participate in procedures in keeping with an individual nurse's moral, ethical, and/or religious beliefs except in an emergency when a patient's life is endangered or when the nurse's actions are not consistent with good nursing practice. The Employer will raise and discuss as appropriate individual cases involving these issues in joint conferences. CRONA recognizes that the Employer retains the sole discretion to make a final determination in such matters and agrees that to the extent disputes are processed in the grievance procedure the Employer's determination will not be overturned except upon a showing that such determination is arbitrary or capricious.
- 27.3 The parties recognize that issues may arise during the term of this Agreement regarding a possible conflict between the terms of this Agreement and a reasonable accommodation for qualified individuals with a disability. Where such issues arise, the Employer will consult with CRONA to determine on a case-by-case basis whether a mutually acceptable solution can be found.

SECTION 28 NURSE PRACTICE COMMITTEE

- 28.1 Composition. The Nurse Practice Committee is a joint Employer/CRONA committee consisting of four (4) representatives selected by the Employer and four (4) Staff nurses selected by CRONA, and with advance mutual agreement, additional *ad hoc* Staff nurse or Patient Care Manager participants as the Committee determines to be of assistance on particular issues or problems. In the event that either the Employer or CRONA wishes to have additional representatives appointed to the Nurse Practice Committee from departments outside the Department of Nursing who have CRONA R.N. staff, the appointment would be subject to the committee's approval. This committee will have a co-chair from the Employer and from CRONA chosen by the respective parties from within the eight (8) appointed members.

- 28.2 Purpose. To promote, develop, and continually enhance professional nursing practice, effective utilization of nursing resources, and an organizational climate conducive to professional practice. (currently 28.2,2 and 28.4).
- 28.3 Responsibilities.
- 28.3.1 To discuss items mutually agreed to be of concern as issues affecting Nursing Practice by both the Employer and CRONA.
- 28.3.2 To discuss and develop guidelines for the involvement of nurses and physicians in a collaborative partnership in the provision of excellent patient care.
- 28.3.3 To consult, explore problems, and make recommendations to the Vice President of Patient Care regarding issues arising from staffing and patient care assignments or from Staff nurse objections to assignments.
- a. Staffing is determined by a combination of professional judgment, acuity and staffing matrices. The Nurse Practice Committee may review each unit's current acuity and matrix tool, and monitor the appropriateness of staffing levels by reviewing the Nursing Department's benchmarks and quality indicators. Upon request the Committee will review changes in the composition of personnel of the affected units which result in a material change in the duties or work load of Nurses working on the affected unit. Recommendations on staffing levels will be made to the Vice President of Patient Care. If the Nurse Practice Committee does not reach consensus on its recommendations the issues will be referred for final discussion between the Vice President of Patient Care and the President of CRONA.
- In meeting the staffing needs of the unit, the Resource Nurse is permitted to use judgment in adjusting staffing levels that may not be fully addressed by the acuity and staffing matrix.
- b. Assignment Despite Objection Form (ADO) as prepared by CRONA, will be an open agenda item for review by the Nurse Practice Committee with recommendations, if any, made in accordance with 28.3.3. ADO forms will be made available on the units. The manager or designee shall respond in writing to this Assignment Despite Objection Form (ADO) within two (2) weeks after notification by CRONA. A copy shall be submitted to CRONA and the respective Patient Care Director.
- 28.3.4 To consider and make recommendations regarding changes that are desired from time to time by either party regarding "float regions" and "closed staffing units" before decision by the Vice President of Patient

Care. The Committee will discuss ideas for other operational arrangements, if feasible, to minimize the need for Staff Nurses to float outside their designated float region.

28.3.5 To develop guidelines for delegation of nursing care to non-R.N. staff.

28.4 Procedures.

28.4.1 Upon request of either the Employer or CRONA representatives, the issue or problem and the unit/region shall be identified and the Committee shall determine the appropriate procedure to discuss and review that issue or problem, including the appropriateness of inviting additional participants (Staff Nurse(s) or Patient Care Manager(s)) from the unit or region to provide useful facts or particular expertise. The committee shall defer placement of the issue on its agenda until the issue has been fully discussed and reviewed at the appropriate unit or region level.

28.4.2 The Nurse Practice Committee shall discharge its responsibilities in accordance with mutually agreed upon procedures. The Committee shall meet once a month, if necessary, to work on outstanding agenda items.

28.4.3 The Committee's discussions will focus on the facts of the particular issue and identification of potential ways, if any, to resolve the issues. The Committee shall attempt to prepare a joint recommendation to the Vice President of Patient Care if appropriate to the particular issue or problem. If a joint recommendation is not made, either the Employer or CRONA representatives may request that the Committee refer the issue or problem for final discussion and review between the Vice President of Patient Care and the President of CRONA.

28.4.4 It is understood that in order to promote full exploration of issues and efforts at problem solving, no matters discussed or action taken as a result of the work of the Committee shall change or alter any of the provisions of the Agreement or the obligations or rights under the Agreement of either CRONA or the Employer.

**SECTION 29
SPECIAL CONFERENCES**

CRONA and the Employer recognize that they have shared interests on many matters including the importance of maintaining an appropriate level of staffing for patients, resolving Staff Nurse objections to patient care or unit assignments, and operational changes. At the written request of either CRONA or the Employer identifying the issue to be discussed, a special conference shall be held between appropriate representatives of the Employer and CRONA. When requested, a special conference will be held within fourteen (14) days of the request. At such special conferences

appropriate information will be exchanged and consideration given to suggested ways to resolve issues and alternative approaches to the problems being discussed. It is understood that no matters discussed or action taken as a result of a special conference shall change or alter any of the provisions of the Agreement or the obligations or rights under the Agreement of either CRONA or the Employer.

The parties recognize that issues may arise during the term of this Agreement regarding a possible conflict between the terms of this Agreement and a reasonable accommodation for qualified individuals with a disability. Where such issues arise, the Employer will consult with CRONA to determine on a case-by-case basis whether a mutually acceptable solution can be found.

SECTION 30 HEALTH, WELFARE AND SAFETY

- 30.1 The Employer shall be responsible for and shall maintain reasonable provisions for the health, welfare and safety of nurses. CRONA recognizes the duty of employees, and shall encourage employees, to cooperate with the Employer by complying with the Employer's health and safety rules and regulations and utilizing personal efforts for the prevention of accidents or illnesses to employees. CRONA may make recommendations and suggestions concerning ways to improve safety conditions pursuant to Section 27. For this purpose the Employer will notify CRONA of work-incurred injuries within the bargaining unit and provide copies of accident reports of such injuries on request.
- 30.2 The Employer recognizes its obligation to seek to accommodate when operationally feasible and consistent with the provision of safe patient care the needs of nurses seeking to return to work following a leave for a verified work related disability. The Employer will notify CRONA of each case where a disabled nurse has requested to return to work and upon request meet with a representative of CRONA to discuss the feasibility of finding employment for the nurse.

SECTION 31 SENIORITY ACCRUAL AND APPLICATION – STAFF NURSES

31.1 Seniority – Definition.

Subject to the conditions contained in this Section 31 "seniority" is defined as follows:

- 31.1.1 Seniority applies to regular full-time and part-time Staff Nurses.
- 31.1.2 Seniority means the period of continuous, unbroken service within Stanford Hospital and Clinics.
- 31.1.3 If seniority is determinative among two or more Staff Nurses with equal seniority, the order of seniority will be determined by the date of the

Nurse's signature on her/his application for employment, subject to seniority adjustments. If the dates of the signatures are the same, or one of the Nurses does not have a copy of an application on file, seniority among such Nurses will be determined by lot.

- 31.2 *Staff nurses who were employed by UCSF Stanford Health Care on March 31, 2000 and were employed by Stanford Hospital and Clinics on April 1, 2000 will be credited with their accrued seniority as of March 31, 2000.*
- 31.3 Continuity of service for seniority purposes shall be broken by any of the following:
- a. Resignation.
 - b. Failure to return to employment at the end of an approved leave of absence.
 - c. Termination.
 - d. Layoff for twelve (12) months or more.
- 31.4 Adjusted Hire Date for Staff Nurses is the date of hire in any position with Stanford Hospital and Clinics, except hire as an "A" Relief or Limited Relief Staff Nurse. The Adjusted Hire Date on a Nurse's personnel records will not be subject to review under this Agreement. For a Staff Nurse moving from Relief to Regular status this section will be effective as of September 14, 2001.
- 31.5 Adjustment of seniority and the reinstatement of former employees will be in accordance with the Employer's "Reinstatement of Former Employees" policy. This section will be effective September 14, 2001 for a former employee who is reinstated to a position covered under this Agreement.
- 31.6 Seniority shall be considered with existing qualifications and ability, patient care needs, staffing requirements for the purpose of selecting Staff Nurses for shift rotations and on call preference, participation in Department of Nursing or Employer committees, special projects, recruitment activities as designated by Department of Nursing, and Section 19.7. Unit equity is also a factor for choice of vacation and holiday time.
- 31.7 Whenever two or more Staff Nurses are being considered for selection in the areas designated in 31.6 above, seniority shall govern making the selection decision.
- 31.8 For temporary staff reductions, Staff Nurses as defined in Section 32, seniority shall be the determining factor for making any necessary adjustments in staffing, provided that, in the judgment of the Employer, the skill and ability of the Staff Nurses affected is substantially equal.
- 31.9 For permanent staff reductions as defined in Section 32, seniority shall be the determining factor in the order of layoff in the affected area or areas provided

that, in the judgment of the Employer, the skill and ability of the Staff Nurses affected is substantially equal.

- 31.10 Nothing in this Section shall restrict the right of the Employer to evaluate a Staff Nurse's qualifications and ability before considering the appropriateness of seniority as a factor.

SECTION 32 STAFF REDUCTIONS AND LAYOFF

- 32.1 Staffing. The final determination of appropriate staffing levels is one of the rights reserved to the Employer as defined in Section 34 of this Agreement. CRONA recognizes that the Employer's daily staffing needs may change from unit to unit, shift to shift and that the Employer has the right to schedule Staff and relief nurses according to those needs.

32.2 Temporary Staff Reductions.

32.2.1 If, in the judgment of the Employer, budgetary or operational considerations require a temporary reduction of Staff nurses covered by this Agreement the Employer will notify CRONA and at CRONA's request meet and discuss ways in which to develop equitable staffing for the regular full-time and part-time Staff Nurses affected. These discussions shall include the feasibility of the following:

- a. Voluntary temporary reduction in work commitment.
- b. Credit for voluntary use of PTO.
- c. Credit for mandatory "A" days.
- d. Implementation of rotation of mandatory absent days based on inverse seniority.
- e. Freeze on hiring.
- f. Proportional reduction of hours among all Staff Nurses.
- g. Length of credit given, if any, for voluntary PTO and/or mandatory absent days.
- h. Cross-Training.
- i. Reduction in direct patient care assignments to Registry Nurses and other non-Staff Nurses in the affected unit(s).

In periods of staff reduction and layoffs, relief nurses shall be scheduled according to need and pursuant to the terms of Section 11 of this Agreement.

- 32.2.2 When it is necessary to cancel Nurses on a unit, cancellations will occur in the following order if the remaining staff have the necessary skills and abilities to meet operational needs: voluntary, over commitment, Registry, Relief and Staff. A Nurse Supervisor/Manager will be taken out of the count before a Staff Nurse is canceled;

however a Nurse may be required to float within the Nurse's region prior to a Nurse Supervisor/Manager being taken out of the count.

- 32.2.3 **"A" Time Credit.** Staff Nurses eligible to accrue PTO shall accrue "A" Time Credit on the same productive hours as PTO is accrued, at the following accrual rate. The purpose of the "A" Time Credit is to compensate Staff Nurses at their base hourly wage rate, including shift differential, when they are absent from work as a result of "A" Time resulting from excess staffing on a unit. The nurse may choose to use PTO, "A" Time Credit or unpaid hours for Absent time. Accrued "A" Time may be used during any waiting period for state disability insurance or Workers' Compensation and to supplement any such disability payments during a period of disability.

"A" Time Credit	Time Accrued Per Hour Worked
First Year of Employment	.0243
2 nd through 3 rd year	.0253
4 th through 9 th year	.0265
10 th and subsequent years	.0273

Effective in August of each year a Staff Nurse's accumulated "A" Time will automatically be retained in the Staff Nurse's "A" Time bank, unless the Staff Nurse requests that the "A" Time be converted to PTO, or cashed out based on the same calculation as cashing out PTO.

- 32.3 **Permanent or Indefinite Layoff.** If, in the judgment of the Employer, budgetary or operational considerations require a permanent curtailment of operations or permanent layoff of regular full-time or part-time Staff nurses covered by this Agreement, the layoffs will be accomplished in accordance with this subsection.
- 32.3.1 **Notice.** When the Employer determines that a permanent or indefinite layoff of Staff Nurses is imminent, it shall give CRONA such advance notice as is reasonable under the circumstances. When individual nurses are selected for layoff, each shall be given at least thirty (30) calendar days notice or pay in lieu of such notice. A copy of each individual notice shall be sent to CRONA at the same time. The notice may be rescinded if circumstances develop that the nurse is to be retained, reassigned, or offered another position. If a nurse resigns after being given notice of permanent layoff, the balance of the notice period will not be converted to pay. However, the nurse will, if otherwise eligible, continue to be entitled to severance pay.
- 32.3.2 **Selection of Those to be Laid-Off.** The Employer shall designate the area or areas including the region or work unit as appropriate where layoffs are to occur and the number of Staff nurse positions. Within the designated areas, the Employer will select nurses for layoff pursuant to

Section 31 of the Agreement and in accordance with the Employer's assessment of operational needs.

- 32.3.3 Placement Alternative to Lay-Off. The Employer will, to the extent practicable, attempt to place nurses selected for layoff in units with unfilled vacant positions, provided that in The Employer's judgment, the nurse possesses the requisite skill and ability to perform the actually expected work without additional training (as distinguished from orientation).

The Employer will meet with CRONA in Joint Conference to discuss the placement of nurses under this subsection. A nurse who is offered and refuses placement in a position at substantially equivalent pay shall not be entitled to severance allowance as defined in subsection 4. below.

- 32.3.4 Severance Allowance. Regular full-time and part-time staff nurses with one (1) year or more continuous employment as a regular full-time or part-time staff nurse, who have not refused a position of substantially equivalent pay offered by Stanford Hospital and Clinics, Lucile Packard Children's Hospital, or Stanford University, will be entitled to receive a severance allowance from the Employer according to the calculation schedule set forth below. Repayment of severance is in accordance with 32.3.5.

If a Nurse subsequently accepts employment in another division or department with the Employer at any location other than those listed above, the nurse is obligated to repay the severance in accordance with 32.3.5.

Calculation: Severance pay will be calculated by using the base monthly pay at time of layoff. The base monthly pay is obtained by multiplying the base hourly wage times one hundred seventy-three and thirty-three hundredths (173.33) hours times the nurse's percent of full-time commitment. It does not include shift differential, overtime or other premium pay.

Schedule: Severance is payable on the nurse's last day of work according to the following table:

Years of Continuous Staff Nurse Employment	Severance Pay Eligibility In Months Of Base Pay
1 year but less than 2	.5
2 years but less than 4	1
4 years but less than 7	2
7 years but less than 10	3
10 years but less than 12	4

Years of Continuous Staff Nurse Employment	Severance Pay Eligibility In Months Of Base Pay
12 years but less than 14	5
14 years but less than 16	6
16 years but less than 18	7
18 years but less than 20	8
20 years but less than 22	9
22 years but less than 24	10
24 years but less than 26	11
26 years or more	12

- 32.3.5 **Repayment of Severance.** Prior to receiving severance pay, a nurse must sign an agreement (Payroll Deduction Authorization) to repay severance to the Employer if re-employed within one (1) year of the effective date of layoff. In that event, the nurse may retain that portion of the severance pay equal to the base pay s/he would have earned if not laid off. The balance is to be repaid either in full at the time of re-employment or by payroll deduction. A nurse may request other arrangements and, if approved, the schedule of repayment will be established by written agreement between the nurse and the Director of Employee and Labor Relations, or designee.
- 32.3.6 **Continuation of Benefits.** Nurses on layoff status have the option of purchasing health, dental and life insurance at the group rate available to the Employer pursuant to COBRA. These premiums must be paid monthly, in advance by the nurse.
- 32.3.7 **Re-Employment.** Nurses who have been laid off have preference for re-employment as specified below, for twelve (12) months from date of layoff. Repayment of a portion of the severance allowance may be required in accordance with 32.3.5. The Employer and CRONA will discuss in Joint Conference ways in which laid off Staff Nurses can be made aware of vacant positions as they arise.
- 32.3.8 **Re-Employment Preference.** A nurse who has been permanently or indefinitely laid off shall be given preference for employment in any posted Staff Nurse vacancy for which s/he applies, if in the judgment of supervision s/he possesses sufficient skill and ability to perform without additional training the actually expected work, unless another applicant for the position is better qualified. The Employer shall have sole discretion as to the determination of appropriate Staff Nurse level for nurses exercising this preference.

**SECTION 33
HOME HEALTH CARE**

- 33.1 Staff Nurses employed in the Home Health Care service shall have the following special arrangements.
- 33.1.1 Mileage reimbursement for the use of personal automobiles shall be provided in accordance with applicable policy as defined in Section 26 of this Agreement. In addition Staff Nurses will receive a quarterly payment of \$50.00 toward excess auto expenses associated with Home Care visits.
- 33.1.2 All special arrangements outlined in this Section shall be subject to the grievance procedures of this Agreement.
- 33.2 The Employer does not require a Home Health Care Nurse to enter or remain in any situation that might present a threat to his/her personal safety. The Nurse will make all reasonable efforts to ensure appropriate care for the patient either by arranging for care in the Emergency Department or arranging for a police escort for the nurse, as appropriate. The Nurse will notify the supervisor as soon as practicable after taking the action deemed necessary.

**SECTION 34
RESERVE RIGHTS OF STANFORD HOSPITAL AND CLINICS**

Except as modified or restricted by the express terms of this Agreement, the Employer reserves to itself all rights and functions of management including, but not limited to, the ability to determine the nature and scope of Employer functions, the ability to establish and alter methods of operation, including the determination of appropriate staffing levels, the determination of shift and duty assignments and the right to hire, promote, demote, suspend, discipline or discharge. It is agreed that this Agreement sets forth expressly all restrictions on the functions and rights of the Employer and no implied restrictions or obligations exist or may be relied upon in interpreting or applying this Agreement.

**SECTION 35
SEPARABILITY AND SAVINGS CLAUSE**

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any paragraph or subparagraph should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such paragraph or subparagraph to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

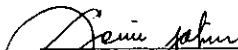
The undersigned, as authorized representatives of CRONA and Stanford Hospital and Clinics, attest the ratification and approval of this Agreement, its Glossary and attached Side Letters.


Dated: 3/04/04

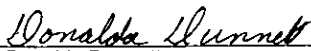
Dated: 3/04/04

**Committee For Recognition Of
Nursing Achievement**

Stanford Hospital and Clinics

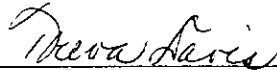

Lorie Johnson
President, CRONA


Cindy Johnson
Vice President, Human Resources

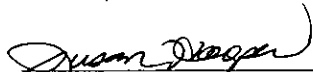

Donaldal Dunnett
Executive Vice President, CRONA


Cindy Day
Vice President, Patient Care Services
and Chief Nursing Officer

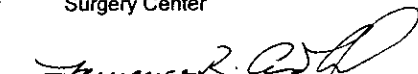

Bonnie Balfour, R.N.



Treva Davis
Director, Human Resources


Elise Bearman, R.N.



Susan Hoopes
Patient Care Manager, Ambulatory
Surgery Center


Ed Deffenbaugh) R.N.


Laurence R. Arnold
Labor Counsel


Sandi Ellis, R.N.


John Green, R.N.


Peter D. Nussbaum
Labor Counsel

APPENDIX 'A'
WAGE SCHEDULE

Basic Salary. Effective April 1, 2007 and extending through March 31, 2007 the following will be the minimum salaries, subject to the requirements for step advancement, for nurses in the following classifications.

Effective the pay period beginning closest to April 1, 2004 (6% wage increase across the board)

Step	Staff Nurse I	Staff Nurse II	Staff Nurse III	Staff Nurse IV
1	33.84	-	-	-
2		34.86	36.41	38.04
3		36.21	37.88	39.57
4		37.69	39.39	41.15
5		39.21	40.96	42.82
6		40.80	42.63	44.51
7		42.40	44.31	46.29
8*		44.14	46.09	48.19
9**		45.02	47.01	49.16
10***		45.92	47.95	50.15

Effective the pay period beginning closest to April 1, 2005 (6% wage increase across the board)

Step	Staff Nurse I	Staff Nurse II	Staff Nurse III	Staff Nurse IV
1	35.87	-	-	-
2		36.95	38.59	40.32
3		38.38	40.15	41.94
4		39.95	41.75	43.62
5		41.56	43.42	45.39
6		43.25	45.19	47.18
7		44.94	46.97	49.07
8*		46.79	48.86	51.08
9**		47.72	49.83	52.11
10***		48.68	50.83	53.16

* Longevity step after completion of 7-1/2 years and 1 year at Step 7

** Longevity step at 15 years of continuous service

*** Longevity step at 20 years of continuous service

Effective the pay period beginning closest to April 1, 2006 (7% wage increase across the board)

Step	Staff Nurse I	Staff Nurse II	Staff Nurse III	Staff Nurse IV
1	38.38			
2		39.54	41.29	43.14
3		41.07	42.96	44.88
4		42.75	44.67	46.67
5		44.47	46.46	48.57
6		46.28	48.35	50.48
7		48.09	50.26	52.50
8*		50.07	52.28	54.66
9**		51.06	53.32	55.76
10***		52.09	54.39	56.88

- * Longevity step after completion of 7-1/2 years and 1 year at Step 7
- ** Longevity step at 15 years of continuous service
- *** Longevity step at 20 years of continuous service

GLOSSARY

The following definitions are intended to clarify the use of certain phrases and terms used throughout this Agreement. It is not necessarily all-inclusive.

Hourly Base Wage Rate: The actual hourly base pay, excluding any applicable shift differential, overtime, Employer paid benefits, or other allowances or premiums.

Regular Hourly Rate of Pay: An hourly rate which is equal to the nurse's hourly base wage rate inclusive of any applicable shift differential.

Overtime and Holiday Pay: An hourly rate which is equal to the nurse's hourly base wage rate plus applicable shift differential plus one-half the regular hourly rate of pay as defined by the Fair Labor Standards Act.

Premium Pay: A rate of pay which is equal to one and one-half times the nurse's hourly base wage plus any applicable shift differential.

Work Day: The nurse's individual work day which is the consecutive twenty-four hour period beginning with the time the nurse is actually scheduled to begin work. Example: A nurse usually scheduled to work the day shift beginning at 6:45 a.m. has an individual work day from 6:45 a.m. one calendar day until 6:44 a.m. the next calendar day.

Salary Review Date: The date of eligibility for increase in rate of pay as established in Section 7.1 and modified for Relief Nurses in Section 11.12.1. If the nurse's hire date is adjusted forward, the salary review date is also adjusted forward.

Hire Date: Most recent date of employment (first day of work) with the Employer.

Adjusted Hire Date: Most recent date of hire with the Employer, unless hire was as an "A" or Limited Relief Staff Nurse, see section 31.4, and as otherwise may be modified by the terms of this Agreement.

Absent "A" Time: Time off given to staff who are not needed to work for the shift or part of the shift on their unit.

Absent "A" Time Credit: Refers to hours accrued on time worked which can be used if the nurse so desires to cover "A" time taken, whether voluntary or involuntarily.

SIDE LETTER

**Between
Stanford Hospital and Clinics
And
Committee for Recognition of Nursing Achievement (CRONA)
2000**

During negotiations between Stanford Hospital and Clinics and CRONA the following items were agreed to be included in a side letter for the term of the current agreement.

A. Parking.

The Employer recognizes the concerns raised by CRONA over security and parking and will use its best efforts to work with Stanford University to provide adequate shuttle service and security for nurses on all shifts. During the term of the agreement, the parties will continue to explore problem-solving issues regarding parking and lighting at the Quarry Road parking lot.

B. Criteria.

Definitions

For the purposes of this Side Letter:

"Goals" means the document entitled "Goals for Demonstration of Leadership and Educational Skills" for attainment of Staff Nurse III and IV are as contained in the June 4, 2000 letter from Stanford Hospital and Clinics to CRONA, as modified on June 19, 2000 as modified in this side letter.

"Performance Standards" means the number attributed to each activity in the Goals – hours shifts, etc.

Assessment Period

In an effort to establish objective and measurable Performance Standards to meet the Goals, the first 15-months following the settlement of this Agreement shall be used as an assessment period for evaluating and establishing appropriate Performance Standards (the "assessment period"). During the assessment period, the target Performance Standards are the standards set forth in the Goals and these target numbers shall be used to assess the reasonability and attainability of the Performance Standards and are not minimum standards. The Nurse Practice Committee will develop a mechanism to review and assess the Performance Standards.

It is not the Employer's intention to create or maintain Performance Standards which have the effect of limiting the number of Nurses advancing on the clinical ladder nor to limit the number of Nurses holding positions at each level.

During the assessment period, the target Performance Standards contained in the Goals are not intended to be a minimum standard which individual Nurses will be required to meet.

During the assessment period, the Nurse Practice committee shall review the experience gained during the assessment period, evaluate the Performance Standards contained in the Goals against such experience and determine whether the standards are workable for both the staff and the managers. Thereafter, the Nurse Practice Committee shall make recommendations regarding the Performance Standards. The Nurse Practice Committee may determine which activities may count as two activities and will discuss the concept of tenure as it relates to leadership activities.

As part of the evaluation process, each Nurse at the Staff Nurse III or IV level, or seeking to be reclassified to such levels, shall meet with her/his manager to agree on acceptable goals and Performance Standards targets. During the evaluation year the manager and the Nurse shall review the Nurse's progress toward achieving the target Performance Standards and, if appropriate, adjust the targets.

During the assessment period, the employer shall not initiate the process to reclassify a Nurse downward involuntarily solely upon not achieving the Performance Standards as identified in the Goals. The assessment period will be extended for an additional 12-months, for a total of 27-months following the settlement of the initial Agreement on July 27, 2000.

Modification of the Criteria

The parties agree that there may be occasions when the Criteria, including the Performance Standards, may require modification. Any such proposed modification shall be reviewed by the Nurse Practice Committee either as a whole committee or in a subcommittee as decided by the Nurse Practice Committee.

Decisions of the Nurse Practice Committee shall be by majority vote. There shall be present a quorum of at least six (6) members and only an equal number of CRONA nurses and management shall be permitted to vote. If the committee is unable to reach agreement, the parties agree the issue(s) may be referred to the FMCS for mediation.

Individual Managers may not set specific criteria without going through the Nurse Practice Committee.

C. Staffing.

For the term of this Agreement, the parties agree that if there are issues under Section 28.2.1.c which have been referred to the Vice President of Patient Care Services and the President of CRONA and have not been resolved, they will *engage a mediator through the Federal Mediation and Conciliation Service to facilitate consensus building.* The parties further agree that notwithstanding this side letter and Section 28.2.1.c the Employer retains the ultimate discretion regarding issues that arise under Section 28.

D. Relief Nurses.

The employer shall not unreasonably restrict a Relief Nurse "A" from moving to Relief Nurse "B".

E. Medical Plans.

1. Hospitalization: Hospital charges (excluding physician charges) for employees covered by the CIGNA PPO will be waived if a plan participant is hospitalized at SHC and/or LPCH. Hospitalization includes same day surgery and ATU. This does not include charges when the plan participant is not hospitalized, e.g., outpatient charges for MRI.
2. Prescription Drug Program – for CIGNA PPO participants.
 - Formulary Drugs
 - Co-payments per prescription
 - \$5 for generic drugs
 - \$10 for brand name drugs
 - Non-Formulary Drugs – which are prescribed and FDA approved
 - Co-payments per prescription
 - \$30 for all drugs
 - No pre-authorization required

SIDE LETTER

**Between
Stanford Hospital and Clinics
And
Committee for Recognition of Nursing Achievement (CRONA)**

The following side letters were previously agreed to between the Stanford Hospital and Clinics and CRONA and will be continued for the term of the current agreement.

A. Weekend Differential. (8/20/96)

This letter will record and confirm our agreement pertaining to the interpretation of the application of weekend differential contained in the 1996-1998 collective bargaining agreement.

Weekend differential will be paid to Staff nurses for productive hours worked on a weekend. Refer to Section 7.5.4 of the Agreement for details. The weekend for the purpose of weekend differential pay only is defined as follows:

Saturday and/or Sunday for all or part of the day and evening shifts; Night shift beginning Friday and/or Saturday night unless otherwise designated by agreement between Nursing Administration and the nurse (i.e., Saturday and/or Sunday; Friday and/or Sunday).

In order to clarify in more detail how the definition of the weekend and the application of the weekend differential would apply, the following examples will serve as guidelines:

A Day or Evening Nurse:

Who is called into work the Friday night shift is eligible for weekend differential. However, the nurse who works 3:00 PM to 11:00 PM on a Friday is not eligible.

Who works a Sunday night shift is not eligible. However, the nurse who works 3:00 PM to 11:00 PM on Sunday is eligible.

A Night Nurse:

Who works 7:00 PM Friday to 7:00 AM Saturday is eligible. However, the nurse who works 7:00 PM Sunday to 7:00 AM Monday is not eligible, unless this is the designated defined weekend agreement.

Who works Friday night, but who has an agreement with Nursing that the weekend designation is Saturday and Sunday nights, is not eligible.

All Nurses:

Who are on absent time or PTO are not eligible.

Who work overtime hours which are not part of the weekend shift as defined above, but which are contiguous to a weekend shift worked, will receive the weekend differential if the overtime is for a period of less than three (3) hours. If the overtime is for a period of three (3) hours or more, weekend differential is not applicable to the shift worked. Conversely, nurses who work overtime hours which are part of the weekend shift, but which are contiguous to a non-weekend shift worked, will not receive weekend differential unless the overtime is for a period of three (3) or more hours.

For example:

An evening nurse who works 3:00 PM Friday to 12:01 AM Saturday does not receive weekend differential. If that nurse continues to work until 4:00 AM Saturday, the nurse is eligible for weekend differential for the entire overtime shift.

An evening nurse who works 3:00 PM Sunday to 12:01 AM Monday receives the weekend differential. If that nurse continues to work until 4:00 AM Monday, the nurse does not receive weekend differential for the overtime shift worked.

B. 16-Hours. (8-20-96)

CRONA and the Employer agree that it is in the interest of the Employer and the nurses to relieve nurses who have worked sixteen contiguous hours who request to be relieved of duty. If the nurse does request to be relieved of duty, the Employer will use its best efforts to relieve the nurse as soon as practicable after the request is made.

C. Vacation and Holiday Time. (6/11/98)

We will continue to grant vacation and holiday time based on seniority and unit equity. Disputes will be reviewed and resolved on a case by case basis.

SIDE LETTER

**Between
Stanford Hospital and Clinics
And
CRONA re On Call and Overtime Issues
In The O.R.s , P.A.C.U.s, Cath Lab And Endoscopy**

2004

This Side Letter applies to the Employees in the O.R.s and P.A.C.U.s only, unless and to the extent that the application of a portion hereof is made applicable by specific reference to other unit/departments.

A. On Call Shift Selection/Assignment Procedures

With the exception of the Cath Lab, the on call shift selection and assignment procedures in effect in the various departments will remain in effect unless and until the Unit/Department on call committee recommends a change which is adopted by the vote of 2/3 of the employees performing call in the Unit/Department, and reviewed and approved by the Employer.

In the Cath Lab, and in any new unit where call is utilized during the life of this Side Agreement prior to the development of an on call selection and assignment procedure by an on call committee, and adoption by 2/3 of the employees to perform on call in the unit and review and approval by the Employer, the following selection process will apply:

Each Nurse will select one weekday on call shift and, if there is weekend call, one weekend on call shift in order of seniority until every Nurse eligible to take call has had an opportunity to select one shift. Thereafter, Nurses may select one or more additional shifts in order of seniority until all shifts are selected, or no one wishes to select additional shifts. The Employer may limit the number of shifts selected by any Nurse based upon considerations of patient and employee safety.

If all of the on call shifts are not selected through the preceding process, the Employer will assign on call shifts by inverse seniority, except that it will first assign a shift to any Nurse who declined to select any on call shifts in the voluntary selection process, allowing the Nurse to select which of the unassigned on call shifts he or she wishes from the shifts remaining at the time, until all of the shifts have been assigned. The Employer may decline to assign a shift to a junior Nurse based upon considerations of patient and employee safety.

With specific regard to the Cath Lab, in adopting this selection process, the on call schedule will cover a period of twelve (12) weeks, and weekend shifts remain at 48 hours in length.

B. On Call/Call Back Contiguous With a Scheduled Shift

On call schedules will be posted at least two (2) weeks prior to the effective date of the on call schedule. If a Nurse has volunteered for or been assigned to an on call shift that begins immediately upon the end of the Nurse's regular work shift, and the Nurse is advised that his or her services on a call back basis will be required at the beginning of the on call shift, or is called and reports back to work within ninety (90) minutes of the end of her/his regular work shift, then on the second and each subsequent occasion during a pay period that the Nurse is similarly on call beginning at the end of his/her regular work shift and is informed that (s)he will be required to perform call back work at the beginning of the shift, or is called back and reports to work within ninety (90) minutes of the end of his/her regular work shift, the time spent on call back will be paid an additional half time premium (i.e., double time if the call back would otherwise be paid at time and one-half, and double time and a half if the call back pay would otherwise be paid at double time). This provision does not apply to time spent working beyond the shift to finish reporting or charting, or to finish the Staff Nurse's own assigned duties where the time spent is sixty (60) minutes or less.

C. Mandatory Overtime

If, during a pay period, a Staff Nurse has already performed mandated overtime and the Staff Nurse is subsequently mandated by the Employer to perform additional overtime during the same pay period, the mandated overtime hours worked on the second occasion and all subsequent mandated hours of overtime worked during the pay period shall be compensated at two times (2X) the Staff Nurse's regular rate of pay if the overtime would otherwise be at time and one-half (1-1/2X), or at double time and one-half (2-1/2X) of the Staff Nurse's regular rate if the overtime would otherwise be at double time (2X). In order for the overtime to be "mandated" or "mandatory," the Staff Nurse must have refused in writing to take the assignment, and thereafter been directed to do so by the Employer. Overtime at the end of the Staff Nurse's shift of up to one hour to complete a procedure, to complete charting or report, or otherwise to finish the Staff Nurse's own assigned duties will not be considered to be mandated overtime for purposes of this Side Letter.

D. Unavoidable Conflicts and Unforeseen Emergencies

If a Staff Nurse has a specific unavoidable commitment or an emergency that affects the Nurse's ability to stay beyond the end of his or her shift beyond the time required to complete charting and report, or to finish his/her own assigned duties, the Nurse will inform the Patient Care Manager, Assistant Patient Care Manager, or in their absence the Resource Nurse, of the unavoidable conflict or emergency as far in advance as is possible. Should the need for overtime thereafter arise on the date and shift involved, the Employer will make all reasonable efforts to secure the needed coverage by other

Nurses who are present and working, or by floating in order to accommodate the conflict or emergency if possible. The Nurse so accommodated will be expected to be reasonably available to assist in providing coverage should another Nurse have an unavoidable conflict or emergency on a subsequent occasion.

If a Staff Nurse has volunteered for or been assigned to an on call shift and is unable to perform it because of an unavoidable conflict or emergency, the Nurse will inform the Patient Care Manager, the Assistant Patient Care Manager, or in their absence the Resource Nurse, as far in advance as is possible, and if the conflict is known in advance will make all reasonable efforts to obtain a trade of on call shifts with another Nurse. If the Nurse cannot obtain a trade of on call shifts with another Nurse and no other Nurse volunteers to take the on call shift with the result that the Employer is required to provide the necessary coverage by involuntary assignment to another Nurse or Nurses, the Nurse who was unable to work the shift as scheduled will be expected to be reasonably available to assist in providing coverage by a trade of on call shifts, or by volunteering to take an additional on call shift, should another Nurse subsequently have an unavoidable conflict or emergency requiring similar efforts to accommodate his/her need.

While the Employer will continue generally to make efforts to obtain voluntary coverage for overtime and on call shifts, it is understood that the provisions described above are intended to address the occasional unavoidable conflict and emergency situations only.

The provisions of this Section do not constitute a guarantee that the Employer will be able to accommodate the occasional unavoidable conflict or unforeseen emergency in every instance.

Disputes concerning the application and interpretation of the provisions of this Side Letter will be subject to the grievance and arbitration provisions of the Master Agreement between the parties.

SIDE LETTER

**Between
Stanford Hospital & Clinics
And
CRONA
Re Posting And Filling Budgeted Positions
2004**

The Hospital agrees to post all regular budgeted positions on the unit in question. The Hospital will make selections to fill regular budgeted posted positions from internal candidates consistent with all relevant contractual provisions in the Agreement between Stanford Hospital & Clinics and CRONA, and subject to skill mix considerations, as they relate to the unit from which the applicant would come.

A Nurse may grieve his or her non-selection under the Master Agreement.

SIDE LETTER

**Between
Stanford Hospital and Clinics
And
CRONA
Re In-House Registry Nurse Pilot Program
2004**

This Side Letter is entered into between Stanford Hospital & Clinics ("Employer") and the Committee for Recognition of Nursing Achievement ("Union"), for the purpose of establishing a pilot program for In-House Registry Nurses, and in order to provide additional Nursing resources, greater flexibility in covering staffing needs arising on a shift or partial shift basis, and reducing the occurrences of overtime and involuntary floating for existing full-time and part-time Staff Nurses.

"In-House Registry Nurses" are Registered Nurses employed for the purpose of floating within designated "pods" according to their skills and competencies. In-House Registry Nurses will be required to make themselves available for a minimum of two (2) shifts per pay period, including one (1) weekend shift per four (4) week schedule period and two (2) shifts per year on nationally recognized holidays; provided that they will be able to make themselves unavailable for up to eight (8) weeks each year, with a limit of four (4) weeks between June 1 and September 30, by giving a prescribed prior notification to the Employer. In addition, the In-House Registry Nurse must comply with other standards to be established for In-House Registry Nurses by the Employer in consultation with the Nurse Practice Committee, regarding such matters, for instance, as call in requirements for unscheduled absences, and must also meet other conditions of employment such as competency requirements for their assigned pod, Annual Review, BLS, etc., as defined by the Employer and by regulations and regulatory agencies. In-House Registry Nurses will be limited to less than 1000 hours of work per year, and will not be entitled to benefits.

In-House Registry Nurses must have two (2) or more years of experience in nursing environments relevant to one or more of the designated floating "pods." Current Relief Nurses may apply for transfer to a position as an In-House Registry Nurse, and will be considered based upon their skills and abilities and their agreement to accept the terms and conditions for an In-House Registry Nurse. A full-time or part-time Staff Nurse may not participate in the In-House Registry Nurse program in addition to his/her regularly scheduled work.

The Employer will establish the number of In-House Registry Nurses per pod, per shift and per day, and may adjust the numbers as it deems necessary or appropriate during the life of the program. An In-House Registry Nurse may be employed to work eight (8), ten (10) or twelve (12) hour shifts.

In-House Registry Nurses with two (2) or more but less than five (5) years of experience will be paid a flat straight time hourly rate of \$45.00 per hour for the day shift, \$49.50 for the evening shift and \$53.00 per hour for the night shift. Registry Nurses with five (5) or more years of experience will receive a flat straight time hourly rate of \$50.00 per hour for the day shift, \$55.00 per hour for the evening shift and \$58.50 per hour for the night shift. Weekend differential of 5% will be paid for work on the weekend in accordance with the provisions of the Master Agreement. Overtime premium and pay for working a holiday designated in the Master Agreement will be in accordance with the provisions of the Master Agreement between the parties.

The Employer may increase the straight time rates for In-House Registry Nurses if it determines that competitive considerations make such an increase appropriate, but will notify the Union prior to doing so, and will meet upon its request to explain the increases and the basis upon which they are being made. In-House Registry Nurse wage rates will be reviewed at least annually so long as the program remains in place.

Each In-House Registry Nurse will serve a six (6) month probationary period which may be extended once by the Employer in its sole discretion for up to an additional three (3) months. During the probationary period, the In-House Registry Nurse may be disciplined or terminated by the Employer as may be determined by the Employer, and the discipline or termination will not be subject to the grievance and arbitration provisions of the parties' Agreement. Upon successful completion of the probationary period and any extension thereto, the In-House Registry Nurse may be terminated for cause, provided that failure to meet the availability requirements and/or failure to maintain the necessary competencies to work on the units within the assigned pod will be conclusively deemed to be cause(s) for discipline up to and including termination in the judgment of the Employer. A Relief Nurse who applies for and receives an In-House Registry Nurse position will be in a probationary period for the first six (6) months after transfer, and if the Nurse fails to meet the necessary In-House Registry Nurse requirements, will be returned to a Relief Nurse position, unless discipline or termination is warranted under the cause standard applicable to Relief and full-time and part-time Nurses under the Master Agreement.

The pods to which an In-House Registry Nurse may be assigned are as follows:

- #1. Med Surg Units, BMT/Oncology/ATU and Psych;
- #2. Intermediate Care, D2/D3, Cath Lab, Cardiac, and Cardiac Surveillance;
- #3. ICU, ED, D1CCU and PACU; and
- #4. Main/ASC OR, Main/ASC PACU and SAU

The In-House Registry Nurse will receive his/her initial assignment for the start of the shift either in advance or at the time of reporting to work, but may be reassigned within the pod to which (s)he is assigned during the shift, as needs arise in the judgment of the Employer. Should the Employer determine that it is necessary and appropriate to do so, the In-House Registry Nurse may on occasion be assigned from one facility within the pod to another, where units in more than one facility are included within the pod. An In-House Registry Nurse so reassigned will be reimbursed for mileage between the

facilities and for tolls paid upon submission of appropriate documentation in accordance with the Employer's mileage and reimbursement policies.

Should the need arise to cancel a Nurse, In-House Registry Nurses will be cancelled prior to Staff Nurses (including relief), provided that the Unit's skills needs are met. Should the need arise to float a Nurse from one unit to another, provided that both involved Units have skills needs met, the In-House Registry Nurse will be floated first, unless a Staff Nurse volunteers to float.

The Pilot Program will be in place for an initial period of one (1) year, and may be extended by the Employer for an additional six (6) months; provided, however, that such extension shall end no later than the last day of the Master Agreement between the parties. At the end of the initial one (1) year period, or if it is extended upon the expiration of any extension, the Pilot Program will automatically terminate unless the parties agree in writing to extend the In-House Registry Nurse Program under the same or different terms. The Employer will notify the Union in writing of the starting date of the Pilot Program, and will also notify the Union in writing if it elects to extend the Pilot Program for an additional six (6) months. Thereafter, the Pilot Program will be discontinued unless the parties agree to an extension under the same or different terms. Notwithstanding the time periods described above, the Employer may terminate the Pilot Program, in its entirety or as it applies to one or more pods, upon the giving of thirty (30) days' notice to the Union, and will meet upon request of the Union to discuss the reasons for the decision, and to hear any suggestions that the Union might have for altering the program, in its entirety or as it relates to one or more pods, with the goal of preserving the program. If no agreeable alternatives are identified, then the Pilot Program or that portion thereof identified in the notice to the Union, will terminate upon the expiration of the thirty (30) days.

In the event that the Employer desires to alter the basic terms of the Pilot Program as set forth in this Side Letter, it will provide notice to the Union of the intended changes, and will meet and bargain with the Union upon request regarding those changes prior to implementing them. The Union may also notify the Employer that it wishes to discuss changes prior to the expiration of the Pilot Program, and the Employer agrees to meet and discuss the proposed changes with the Union.

Disputes regarding the interpretation or application of the provisions of this Side Letter will be subject to the grievance and arbitration provisions of the Master Agreement between the parties, and so long as the program remains a "pilot program," will not be subject to the Reserve Rights provision of that Agreement.

SIDE LETTER

**Between
Stanford Hospital
And
CRONA
Re Resource Nurse Positions
2004**

CRONA recognizes the Hospital's concerns regarding the continuity of the application of the Resource Nurse role. CRONA and the Hospital also recognize that each and every Staff Nurse who fulfills that role on any shift is deserving of acknowledgement of the role they play and should be compensated therefor. All Staff Nurses who act in the role of Resource Nurse will receive appropriate education and training.

Any program to establish a regular designated Resource Nurse position for any unit will be discussed and details finalized in Nurse Practice Committee. Such details should include (but not limited to): the minimum number of clinical hours required to maintain clinical skills, etc., the clinical and leadership requirements, the number of permanent Resource Nurses required, and an evaluation process for the program.

The Nurse Practice Committee will address these issues during the six (6) months following ratification of the Agreement.

Upon implementation of the program, the Resource Nurse premium will be seven and one-half percent (7.5%) of the Staff Nurse's wage rate for any Nurse acting in a Resource Nurse capacity, and the new premium will go into effect at the beginning of the pay period in which the program is implemented.

All Resource Nurses will continue to remain a part of the bargaining unit.

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