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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

In re

VERITY HEALTH SYSTEM OF
CALIFORNIA, INC., *et al.*,

Debtors and Debtors In Possession.

☒ Affects All Debtors

☐ Affects Verity Health System of California, Inc.

☐ Affects O'Connor Hospital

☐ Affects Saint Louise Regional Hospital

☐ Affects St. Francis Medical Center

☐ Affects St. Vincent Medical Center

☐ Affects Seton Medical Center

☐ Affects O'Connor Hospital Foundation

☐ Affects Saint Louise Regional Hospital
Foundation

☐ Affects St. Francis Medical Center of Lynwood
Foundation

☐ Affects St. Vincent Foundation

☐ Affects St. Vincent Dialysis Center, Inc.

☐ Affects Seton Medical Center Foundation

☐ Affects Verity Business Services

☐ Affects Verity Medical Foundation

☐ Affects Verity Holdings, LLC

☐ Affects De Paul Ventures, LLC

☐ Affects De Paul Ventures - San Jose ASC, LLC

Debtors and Debtors In Possession.

Lead Case No. 2:18-bk-20151-ER

Jointly Administered With:

Case No. 2:18-bk-20162-ER

Case No. 2:18-bk-20163-ER

Case No. 2:18-bk-20164-ER

Case No. 2:18-bk-20165-ER

Case No. 2:18-bk-20167-ER

Case No. 2:18-bk-20168-ER

Case No. 2:18-bk-20169-ER

Case No. 2:18-bk-20171-ER

Case No. 2:18-bk-20172-ER

Case No. 2:18-bk-20173-ER

Case No. 2:18-bk-20175-ER

Case No. 2:18-bk-20176-ER

Case No. 2:18-bk-20178-ER

Case No. 2:18-bk-20179-ER

Case No. 2:18-bk-20180-ER

Case No. 2:18-bk-20181-ER

Hon. Judge Ernest M. Robles

**DEBTORS' MEMORANDUM IN OPPOSITION TO MOTION OF
(1) WAHEED WAHIDI FOR AUTHORIZATION TO FILE A
CLASS PROOF OF CLAIM ON BEHALF OF CLAIMANTS
SIMILARLY SITUATED, AND (2) ERNESTO MADRIGAL FOR
AUTHORIZATION TO FILE A CLASS REQUEST FOR
PAYMENT OF ADMINISTRATIVE EXPENSE ON BEHALF OF
CLAIMANTS SIMILARLY SITUATED [RELATES TO DOCKET
NO. 1914]**

Hearing:

Date: May 8, 2019

Time: 10:00 am

Location: Courtroom 1568

255 E. Temple St., Los Angeles, CA

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MEMORANDUM

I. INTRODUCTION

The Court should deny the Motion Of (1) Waheed Wahidi for Authorization to File a Class Proof of Claim on Behalf of Claimants Similarly Situated, and (2) Ernesto Madrigal for Authorization to File a Class Request for Payment of Administrative Expense on Behalf of Claimants Similarly Situated [Docket No. 1914] (the “Motion”), which seeks entry of an order (a) authorizing Waheed Wahidi (“Wahidi”) to file a class prepetition unsecured proof of claim alleging California Wage and Hour violations on behalf of all creditors similarly situated as Wahidi, (b) authorizing Ernesto Madrigal (“Madrigal”) to file a request for payment of wage priority and administrative expense claims alleging California Wage and Hour violations on behalf of all creditors similarly situated as Madrigal and (c) authorizing Wahidi to pursue a Private Attorney General Act (“PAGA”) claim.

Wahidi and Madrigal seek to present class and representative claims against the Debtors in these chapter 11 cases. The Debtors show in this Memorandum in Opposition to the Motion that Wahidi and Madrigal have failed to make the necessary showing, as required by Federal Rule of Civil Procedure 23, incorporated by Federal Rule of Bankruptcy Procedure 7023. In particular, the threadbare pleadings contained in Wahidi’s underlying amended state court complaint (the “State Court Complaint”) plus the allegations contained in the Motion and the State Court Complaint provide a wholly inadequate basis for the authorizations they seek. The class basis of the wage and employment claims hinges on the presence of allegedly uniform and unlawful policies across all Debtors for hourly employees regarding rounding of work time, meal periods, rest periods, and the furnishing of wage statements, which uniform policies the Debtors establish simply do not exist. As the Court is aware, Verity Health System of California, Inc. (“VHS”) operates a large and a sprawling healthcare system across multiple corporate entities not all of which are even hospitals. Simply put, Wahidi and Madrigal, both of whom are former union-represented nurses, do not meet the Fed. R. Civ. P 23(a) requirements of commonality, typicality or adequacy of representation by the proposed named class plaintiff and representative. The difficulties faced by Wahidi and Madrigal are magnified by reference to California Labor

Code exemptions and federal claim preemption issues that are directly applicable to the most significant claims of Wahidi and Madrigal for overtime and rounding. The Debtors also will show that the asserted Fed. R. Civ. P 23(b), predominance or superiority of a class action in this context is illusory in light of their individual circumstances and the absence of legitimate unlawful policy claims as to themselves.

In addition, Wahidi's PAGA claim is facially defective, and cannot form the basis of a representative claim. The requisite notice, which is a condition precedent to suit, was legally insufficient, and a PAGA claim must be made as an individual proof of claim.

For all these reasons and those set forth in greater detail below, this Court should refuse to exercise its discretion under Rules 7023 and 9014 of the Federal Rules of Bankruptcy Procedure and deny the Motion.

II. STATEMENT OF FACTS

A. Background on the Debtors and Their Policies.

1. On August 31, 2018 (the "Petition Date"), VHS and the above-referenced affiliated debtors, the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

2. The Debtors consist of various entities comprising the Verity Health "system," including (1) corporate entities Verity Health System Of California, Inc., Verity Business Services, Verity Holdings, LLC, De Paul Ventures San Jose Dialysis, LLC, and De Paul Ventures, LLC; (2) five separate hospitals O'Connor Hospital, Saint Louise Regional Hospital, Seton Medical Center, St. Francis Medical Center, and St. Vincent Medical Center (collectively the "Hospitals"); and (3) the Hospitals' respective non-profit foundations O'Connor Hospital Foundation, Saint Louise Regional Hospital Foundation, Seton Medical Center Foundation, St. Francis Medical Center Foundation, and St. Vincent Medical Center Foundation. *Id.* ¶¶ 13–15. *See* Declaration of Richard A. Adcock in Support of Debtors' First Day Motions [Docket No. 8].

3. As of the Petition Date, the Debtors collectively employed over 7,300 employees and provided medical services annually to over 50,000 inpatients and approximately 480,000

1 outpatients. Approximately 74% of these employees were represented by collective bargaining
2 units, while 72% of the Debtors' employees – approximately 5,331 employees in total – were
3 represented by four different unions: California Nurses Associations (“CNA”), Service
4 Employees International Union (“SEIU”), National Union Healthcare Workers (“NUHW”) and
5 United Nurses Association of California/Union of Health Care Professionals (“UNAC”). Adcock
6 Decl. ¶¶ 15, 18.

7 4. As one would expect, the Debtors' network of entities and employment
8 relationships is incredibly complex, involving many different types of employees—full-time and
9 part-time, union and non-union, exempt and non-exempt—and fulfilling many different job
10 descriptions across the medical field and among support staff and administration. Sharrer Decl. ¶
11 6.

12 5. As detailed in the attached declaration of Steven C. Sharrer, Chief Human
13 Resources Officer for Verity Health System of California, Inc., each employer maintained its own
14 human resources department, certain wage and hour practices and policies varied by location
15 and collective bargaining agreement, and not all hourly employees were represented by the same
16 union at the same location or across locations in the same job category. Sharrer Decl. ¶¶ 9, 11. In
17 particular, there is simply no uniform policy across all the Debtors on rounding, meal periods, rest
18 periods, or the furnishing of wage statements. Some entities shared policies on these issues and
19 some had multiple policies within the entity. Policies could be set by the employer or negotiated
20 in various collective bargaining agreements.

21 6. On March 26, 2019, Claimants Wahidi and Madrigal filed the Motion. Claimant
22 Wahidi's State Court Complaint (Barnes Decl., Exh. “A,” “FAC”), attached to the Motion, omits
23 a number of the Debtors as defendants, most notably the hospital foundations, but includes all of
24 the hospitals and adds Seton Coastside, a separate campus of Seton Medical Center.

25 7. The bar date for filing proofs of claims and interests was April 1, 2019. [Docket
26 No. 1544.]

(1) Rounding For Wahidi and Madrigal Was Governed By CBA's.

8. Registered nurses at Seton are covered by a collective bargaining agreement between Seton and CNA. There is both a Master agreement ("Master Agreement"), which many of the System's hospitals jointly bargain, and a local agreement which is specific to Seton ("Local Agreement"). Similarly, registered nurses at St. Francis are represented by the St. Francis Registered Nurse Association ("SFRNA"), which is affiliated with the UNAC. St. Francis and SFRNA also are parties to a collective bargaining agreement (the "St. Francis CBA"). Sharrer Decl. ¶ 9.

9. The Local Agreement, which is specific to Seton, contains provisions negotiated by the CNA and Seton which address rounding, and has a detailed overtime conversion table. Sharrer Decl. ¶ 12.

10. Similarly, the St. Francis CBA contains a Wage Scale published at its Appendix A, negotiated Hours of Work covering such details as premium rates and negotiated Working Conditions contained throughout the CBA. (Sharrer Decl. ¶ 19.)

(2) Meal and Rest Breaks Policies and Waivers Meal Breaks.

11. Within Seton, Wahidi's former employer, most In-Patient Units had meals and breaks are typically assigned. The first rest break typically is scheduled within 2 hours of the start of the shift; the first meal break occurs before the fifth hour of the shift, and the last rest break occurs before the 7th hour. The person, however, who assigns breaks can vary by unit. For example, in some inpatient units, meal and rest breaks are assigned by the charge nurse at the beginning of the shift. That said, there is often no set schedule for meal or rest breaks. However, in the Seton Emergency Room, meal and rest breaks start when the break nurse arrives at 11:00 a.m. The charge nurse starts sending people to break for meal and rest breaks based on who is available first. When necessary, the charge nurse will also cover meal or breaks; there is no formal schedule. A further nursing variation at Seton appears in the Gero-Psych Unit, where the employees choose the assignment they want and pre-assigned meal or rest break times are written on the assignment sheet. Sharrer Decl. ¶ 22.

12. Away from nursing units, hourly employees in the Seton Technical Units and the Seton Administrative Units are preassigned utilizing different parameters. Within Laboratory Services, lab assistants have pre-assigned meals and breaks, while staff working in the Imaging unit, and are assigned meals and breaks based on employee's schedules. Employees go to lunch before their 5th hour in an 8-hour day. Sharrer Decl. ¶ 23.

13. Similarly, the Seton Dietary department has three different methods of setting break schedules. In Food Services, meal and rest breaks are built into the schedule. In clinical nutrition, meal breaks are taken based on workload. In the Diabetes and Wound Clinics, the clinics are closed for one hour and all employees take their meal break at the same time. They do not waive lunches. Sharrer Decl. ¶ 23.

14. The Seton administrative department hourly employees are also exposed to two different approaches to break schedules. For staff in Patient Access, meals and rest breaks are pre-assigned based on anticipated workload and schedule. There is a set schedule for rest breaks and lunch. However, for Health Information Management, meal and rest breaks are pre-assigned based on a set schedule. Sharrer Decl. ¶ 24.

15. By contrast, within St. Francis Medical Center (Madrigal's former employer) meals and breaks also vary within units and between departments and are not completely consistent with similar departments at Seton. For Nursing departments, scheduling and relief assignments differ slightly among departments, varying from pre-assigned meal and rest break schedules by a supervisor or Charge Nurse, staff arranging for coverage among themselves, and staff relieving themselves based upon workflow (all of these within the legally designated windows). Adjustments are submitted on a log to the supervisor, a Kronos adjustment form or via the SFMC/SVMC Time and Attendance Correction (Yellow Sheet). Sharrer Decl. ¶ 26.

16. For non-nursing units at St. Francis, scheduling and relief assignments differ slightly among departments varying from (i) pre-assigned schedules by a supervisor or Charge, (ii) staff arranging for coverage among themselves, and (iii) staff relieving themselves based upon workflow all of these within the legally designated windows. Adjustments are submitted on specified forms to supervisors before leaving for the day. Sharrer Decl. ¶ 27.

B. Background on Claimants Wahidi and Madrigal.

17. Claimant Wahidi alleged that he was employed by Seton Medical Center from May 2017 to October 2017. FAC ¶ 2. Wahidi worked as an emergency room registered nurse. (Sharrer Decl. ¶ 8.) Wahidi's employment was governed by a collective bargaining agreement between his union, CNA and Seton Medical Center. Sharrer Decl. ¶ 8.

18. Claimant Madrigal alleged that he was employed by St. Francis Medical Center from November 2016 to September 18, 2018. FAC ¶ 4. Madrigal worked as a registered nurse and was terminated for refusing to take a drug test. Sharrer Decl. ¶ 10. Madrigal's employment was governed by a collective bargaining agreement between his union, the St. Francis Registered Nurse Association, which is affiliated with UNAC, and St. Francis Medical Center. Sharrer Decl. ¶ 11.

C. Procedural History of State Court Complaints.

19. In an attempt to satisfy the prerequisite of notice of Labor Code violations pursuant to California Labor Code § 2699.3, Wahidi allegedly sent a letter through counsel to the California Labor and Workforce Development Agency, copying Seton Medical Center and Verity Health System Of California, Inc. on March 13, 2018. FAC Exh. 1.

20. On June 21, 2018, Wahidi filed his initial complaint in the Superior Court of the State of California for the County of Mateo, Case No. 18CIV03214. Montgomery Decl. Exh. "A."

21. On June 26, 2018, Wahidi filed a First Amended Complaint. Barnes Decl. Exh. "A."

22. On August 16, 2018, Defendant Debtors filed an Answer, asserting a general denial. Defendant Debtors also asserted various affirmative defenses, including failure to exhaust administrative remedies and preemption by Section 301 of the Labor Management Relations Act ("Section 301"). 29 U.S.C. § 185. Montgomery Decl. Exh. "B." .

III. ARGUMENT

A. Claimants Do Not Provide a Case for Class Certification.

Wahidi and Madrigal both pursue class treatment and must both meet the requirements of Bankruptcy Rule 7023.^{1, 2} Bankruptcy Rule 7023 states that Civil Rule 23 “applies in adversary proceedings.”

In bankruptcy, “whether to permit a class action is a matter of discretion.” *In re Pac. Sunwear of California, Inc.*, No. 16-10882 (LSS), 2016 WL 3564484, at *5 (Bankr. D. Del. June 22, 2016); *see In re MF Glob. Inc.*, 512 B.R. 757, 762 (Bankr. S.D.N.Y. 2014) (“Application of Rule 23 is extended to contested matters by Bankruptcy Rule 9014, which grants the Court discretion to apply Rule 23 to contested matters, including claims objections.”); Fed. R. Bankr. P. 9014(c) (“The court *may* at any stage in a particular matter direct that [Fed. R. Bankr. P. 7023] shall apply.”) (emphasis added).

However, even if discretion were warranted, “[t]he crucial issue with respect to a class claim, as for a class action outside of bankruptcy, is *certification* of the class.” *In re Mortg. & Realty Tr.*, 125 B.R. 575, 579 (Bankr. C.D. Cal. 1991) (emphasis added). Wahidi and Madrigal “must satisfy the four threshold requirements of [Federal Rule of Civil Procedure] 23(a) as well as the requirements of at least one of the subdivisions of Rule 23(b) for maintenance of the class action.” *In re Madison Assocs.*, 183 B.R. 206, 214 (Bankr. C.D. Cal. 1995); *see* Fed. R. Bankr. P. 7023. Under Civil Rule 23(a), Wahidi and Madrigal must show that “(1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a). As shown below, Wahidi and Madrigal do not and cannot show

¹ All references to § herein are to sections of the Bankruptcy Code, 11 U.S.C. §§ 101–1532; all references to “Bankruptcy Rules” are to provisions of the Federal Rules of Bankruptcy Procedure; all references to “Civil Rules” are to provisions of the Federal Rules of Civil Procedure.

² Madrigal relies entirely on Wahidi’s arguments and presumably the FAC. (*See* Wahidi Memo. at 14.)

1 that they satisfy the commonality, typicality, and adequacy threshold requirements. Nor do they
2 show that they satisfy the additional requirements under Civil Rule 23(b).

3 **(1) This Court Should Not Exercise Its Discretion to Allow Filing of the**
4 **Proof of Claim and Request for Payment of Administrative Expense.**

5 The Debtors in these Chapter 11 cases do not challenge the concept that class proofs of
6 claim can be appropriate vehicles for the resolution of appropriate claims, especially where the
7 class was certified prepetition. *In re Birting Fisheries, Inc.*, 92 F.3d 939 (9th Cir. 1996) (allowing
8 a prepetition certified class to file a class proof of claim).³ However, Wahidi and Madrigal
9 incorrectly argue that “class proofs are favored and ‘particularly appropriate’ in bankruptcy
10 cases” and that the opposing party bears the burden to show why invocation should not be
11 permitted and rely heavily on *In re First All. Mortg. Co.*, 269 B.R. 428, 445 (C.D. Cal. 2001), to
12 support his argument. See Movants’ Memorandum of Points and Authorities (the “Wahidi
13 Memo”) at. 7–8.⁴ However, the *First Alliance* decision is now 18 year-old precedent and no other
14 court has adopted this burden for the Debtors to bear. Indeed, more recently, the Northern
15 District of California stated that the “prerequisite for allowance of a class proof of claim is that
16 the proponent must seek and obtain a determination of the Bankruptcy Court that Rule 7023 of
17 the Federal Rules of Bankruptcy Procedure be made applicable to the claims process.” *In re*
18 *Aughney*, 2011 Bankr. LEXIS 355 *; 2011 WL 479010 (denying class certification of a class of
19 priority claimants where putative representatives had been terminated outside of the 180 priority
20 period for benefit claims), *aff’d sub nom. Mortland v. Aughney*, 2011 U.S. Dist. LEXIS 74505
21 (N.D. Cal., July 6, 2011).

22 Facing similar underlying California Labor Code and the California Business and
23 Professions Code purported class claims, the district court in *In re Circuit City Stores, Inc.*, 439
24 B.R. 652, 655 (E.D. Va. 2010), *aff’d in part on other grounds sub nom. Gentry v. Siegel*, 668 F.3d

25 ³ See also *In re Dynegy, Inc.*, 770 F.3d 1064, 1069 (2d Cir. 2014) (class action procedures may be
26 applied to contested matters under Bankruptcy Rule 9014).

27 ⁴ *First Alliance* applied the burden on the opposing party only as to the bankruptcy’s court’s
28 discretionary decision to not invoke Bankruptcy Rule 7023. 269 B.R. at 443–47. It is always for
the class claimants to “establish[] the pre-requisites for class certification.” *Id.* at 448.

83 (4th Cir. 2012) also declined to place the burden of persuasion on the Debtors. “The superiority and efficiency of the bankruptcy claims resolution process over class litigation is well established.” 439 B.R. at 655; *see also In re Ephedra Prods. Liab. Litig.*, 329 B.R. 1, 5 (S.D.N.Y. 2005) (“superiority of the class action vanishes when the ‘other available method’ is bankruptcy, which consolidates all claims in one forum and allows claimants to file proofs of claim without counsel and at virtually no cost.”); *In re Bally Total Fitness of Greater N.Y.*, 411 B.R. 142, 145 (S.D.N.Y. 2009) (“many of the perceived advantages of class treatment drop away” in a bankruptcy proceeding).

Courts often invoke the three factors from *In re Musicland Holding Corp.*, 362 B.R. 644 (Bankr. S.D.N.Y. 2007) when considering the exercise of discretion to invoke Bankruptcy Rule 7023. These factors include: (1) whether the class was certified pre-petition; (2) whether the members of the putative class received notice of the bar date; and (3) whether class certification will adversely affect the administration of the estate. *Pacific Sunwear*, 2016 WL 3564484, at *5. The *Circuit City* court further provides “whether: (1) the benefits of proceeding as a class outweighs the costs; (2) the class litigation causes undue delay or complication in administering the bankruptcy estate; (3) the bankruptcy court's control over the debtor and its property render class certification unnecessary; (4) the Rule 7023 motion was timely; and (5) proceeding as a class is superior to the ordinary bankruptcy proceeding.” 439 B.R. at 658; *see In re TWL Corp.*, 712 F.3d 886, 893 (5th Cir. 2013) (the court may additionally consider the benefits and costs of class litigation to the estate).

In this case, various factors counsel against class treatment and support normal bankruptcy processes and individual claims as the superior route. First, this asserted class was not certified pre-petition. Unlike the former employee claims in *In re MF Global Inc.*, 512 B.R. 757, 763 (Bankr. S.D.N.Y. 2014), these claims are not the product of the bankruptcy itself. The claims are based on alleged past and supposedly ongoing employment and wage policies, the representative Claimant is a former employee from 2017, and the underlying class action was contemplated months before the Debtors filed for bankruptcy protection.

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Second, the Debtors' filing has been well publicized,⁵ including on their website, in the media, and through their numerous employees and clients. The Bar Date Notice individually was served on thousands of creditors and parties in interest by mail, including patients⁶. *See In re Craft*, 321 B.R. 189, 199 (Bankr. N.D. Tex. 2005) ("Mirant's chapter 11 case has been well-publicized, and Mirant is willing to rely on that publicity and its published notice to bar later claims by class members."). In light of this broad notice campaign, the Debtors were not required to provide individualized notice to all putative class members. Wahidi has defined the class extremely broadly as "[a]ll California citizens employed by Defendants as hourly-paid employees . . . during the" four years preceding the filing of the original Complaint who were exposed to the various allegedly improper policies. (FAC ¶¶ 3, 25.) Identifying all such former employees when considering the scale of Debtors' operation, the turnover in staff, and the conjecture and investigations required to identify the allegedly improper policies based on Wahidi's scant allegations is a herculean task. As in *Circuit City*, "[t]he scope of individuals who could potentially fall within the classes identified by the Class Claims is broad and uncovering their identity and claims would require more effort than is reasonably required by the circumstances" and unnecessarily "consume a disproportionate share of the Debtor's resources." 439 B.R. at 661; *see Monster Content, LLC v. HOMES.COM, Inc.*, 331 B.R. 438, 442 (N.D. Cal. 2005).

Third, class certification in this case would undoubtedly be more costly and burdensome than normal bankruptcy processes.⁷ As made clear below, to the extent their claims are not in fact

⁵ See three separate "Affidavit of Publication of the Notice of Bar Date for Filing Proofs of Claims and Interests" for the San Francisco Chronicle, USA Today, San Jose Mercury News and Los Angeles Times [Docket Nos. 1859, 1860, 1861 and 1862 respectively]. The Bar Date Notice individually was served on thousands of creditors and parties in interest by mail, including patients.

⁶ See Declaration of Service by Kurtzman Carson Consultants LLC Regarding Notice of Bar Date for Filing Profs of Claims and Interests [Docket No. 1864] and Supplemental Declaration of Service by Kurtzman Carson Consultants LLC Regarding Notice of Bar Date for Filing Proofs of Claim and Interest [Docket No. 2001]

⁷ While the Debtors do not challenge the competence, experience or resources of putative class counsel, any implied suggestion that a Civil Rule 23(g)(1)(D) order regarding "the award of

1 barred by the California Labor Code or preempted by § 301 of the Labor Management Relations
2 Act, 29 U.S.C. §185 (“§ 301, LMRDA”),⁸ Wahidi and Madrigal have not and cannot identify any
3 truly uniform policies or common injuries relating to rounding, meal breaks, rest breaks, or the
4 furnishing of wage statements across all six hospitals and all the different divisions and employee
5 groups that make up a major healthcare system. Adjudications of each employee’s claims and
6 circumstances would have to be finely divided and no efficiency would be gained.

7 For all these reasons, this Court should refuse to exercise its discretion under Bankruptcy
8 Rules 7023 and 9014.

9 **(2) Wahidi’s Claims**

10 In order to properly analyze how the Wahidi’s claims would operate as a class action, it is
11 necessary to analyze what claims would be valid and the showings that would be necessary to
12 sustain them.

13 First, to make out an unpaid time claim in the nature of Wahidi’s theories of illegal
14 rounding, unpaid meal time, and unpaid wage time, “[a] plaintiff may establish liability . . . by
15 proving that (1) he performed work for which he did not receive compensation; (2) that
16 defendants knew or should have known that plaintiff did so; but that (3) the defendants stood idly
17 by.” *Jimenez v. Allstate Ins. Co.*, 765 F.3d 1161, 1165 (9th Cir. 2014). For rounding, Wahidi and
18 each class member can show (1) they worked unpaid; and (2) Debtors had a policy that they
19 should have known would lead to unpaid time.

20 For meal and rest breaks, “a plaintiff must prove more than the employer’s knowledge of
21 employees working through meal periods; but on the other hand, an employer may not undermine
22 a formal policy of providing meal breaks by pressuring employees to perform their duties in ways
23 that omit breaks.” *Pena v. Taylor Farms Pac., Inc.*, 305 F.R.D. 197, 211 (E.D. Cal. 2015). A

24 _____
25 attorneys’ fees” is appropriate is further grounds to deny class treatment. *See Kadjevich v.*
26 *Kadjevich (In re Kadjevich)*, 220 F.3rd 1016, 1020-21n.4 (9th Cir. 2000)(holding state court
27 attorney fee award was not entitle to expense of administration treatment even where the Debtor’s
28 postpetition defense of a prepetition claims was unsuccessful and rejecting contrary decision from
this district *In re Execuair Corp.*, 125 B.R. 600 (Bankr. C.D.Cal. 1991).

⁸ See discussion *infra* at 26-30.

1 claimant may either show an affirmatively noncompliant policy or a practice of undermining a
2 compliant policy, as well as his or her individual damages.

3 For the improper wage statements claims, a claimant must show that he or she “suffered
4 injury as a result of a knowing and intentional failure by an employer to comply” with the statute,
5 which specifies nine requisite items. Cal. Lab. Code § 226 (a), (e). A claimant here would have
6 to show a purposeful or knowing policy or practice, that he or she individually received defective
7 pay statements, and actual damages (if greater than \$50–\$100). Cal. Lab. Code § 226(e).

8 For the failure to pay upon discharge or resignation claim, a claimant must show that the
9 employer willfully failed “to pay, without abatement or reduction.” Cal. Lab. Code § 203(a). A
10 claimant must show intent and injury.

11 The PAGA and UCL claims are derivative of the above conduct and require a claimant to
12 be “aggrieved” or to have “suffered injury in fact and . . . lost money or property as a result of the
13 unfair competition.” Cal. Lab. Code § 2699(c); Cal. Bus. & Prof. Code § 17204.

14 Each of the above claims depend on (1) some policy, pattern or practice by the employer
15 and (2) individual injury. As set forth below, Wahidi and Madrigal do not and cannot show how
16 these showings can be made on a class basis in this case.

17 **(3) Wahidi and Madrigal Fail to Show That They Have Satisfied Fed. R.**
18 **Civ. P. 23.**

19 Were the Court to apply Bankruptcy Rule 7023, the Court should nonetheless deny the
20 motion because Wahidi and Madrigal do not and cannot satisfy the prerequisites of Civil Rule 23.
21 In making their Motion, Wahidi and Madrigal improperly rely on nothing more than Wahidi’s
22 First Amended Complaint, which itself is overwhelmingly conclusory in its allegations. They do
23 not provide any affidavits or exhibits regarding the Debtors, their own experiences, or the
24 experiences of other putative class members. They do not even provide any further detail in their
25 Memorandum of Law to add to the FAC. Under clear Supreme Court and Ninth Circuit
26 precedent, a class cannot be certified on this basis.

27 “Rule 23 does not set forth a mere pleading standard. A party seeking class certification
28 must affirmatively demonstrate his [or her] compliance with the Rule—that is, he [or she] must

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1 be prepared to prove that there are *in fact* sufficiently numerous parties, common questions of law
2 or fact, etc.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011) (emphasis in original).
3 Under long-standing U.S. Supreme Court precedent, the party must provide enough of a showing
4 so that the court may conduct its required “rigorous analysis” to ensure that Rule 23 standards are
5 met. *Id.*; see *Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 160 (1982) (“[A]ctual, not presumed,
6 conformance with Rule 23(a) remains . . . indispensable.”); *Comcast Corp. v. Behrend*, 569 U.S.
7 27, 33 (2013) (“[A] party seeking to maintain a class action ‘must affirmatively demonstrate his
8 compliance’ with Rule 23.”). Under long-established Ninth Circuit precedent as well, the moving
9 party must provide the court with “material sufficient to form a reasonable judgment on each
10 requirement.” *Blackie v. Barrack*, 524 F.2d 891, 901 (9th Cir. 1975). The moving party’s burden
11 is not lessened if the analysis would require a consideration of the merits. See *Wal-Mart*, 564
12 U.S. at 351 (“Frequently that ‘rigorous analysis’ will entail some overlap with the merits of the
13 plaintiff’s underlying claim.”); *Comcast*, 569 U.S. at 34 (reversing courts below for refusing to
14 entertain arguments touching on the merits); *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 981
15 (9th Cir. 2011) (a “court *must* consider the merits if they overlap with the Rule 23(a)
16 requirements” (emphasis in original)). Although Wahidi and Madrigal acknowledge that they
17 must “*demonstrate* that the [Rule 23(a)] requirements . . . have been met” [Wahidi Memo at 9
18 (emphasis added)], Wahidi and Madrigal offer little more than Wahidi’s allegations in the First
19 Amended Complaint and conclusory logic based on those allegations. Wahidi Memo at 9–11.⁹
20 Further, the allegations in the First Amended Complaint barely allege any specifics. The 33
21 pages in the Wahidi Memo are almost entirely recitations of statutory requirements and legal
22 conclusions.¹⁰

23 Wahidi and Madrigal’s failure to provide details or evidence, is fatal to each requirement
24 below. Furthermore, Wahidi and Madrigal cannot meet the prerequisites of Rule 23 because the

25 _____
26 ⁹ The one notable exception is that Wahidi and Madrigal provide two declarations in support of
the adequacy of class counsel.

27 ¹⁰ Neither Madrigal nor the unnamed potential representatives mentioned in footnote 2, are
28 mentioned in the FAC.

Debtors' employment policies are not in fact uniform at locations at which they were employed, let alone across all of the Debtors.

(a) Commonality

Although the text of Rule 23(a)(2) requires only the presence of common questions, these questions must nevertheless be capable of "generat[ing] common answers apt to drive the resolution of the litigation." *Wal-Mart*, 546 U.S. at 350. Civil Rule 23(a)(2) is satisfied when there is a "common contention . . . of such a nature that it is capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." *Id.* at 350. "To meet this standard, the class members must not only 'have all suffered a violation of the same provision of law' but must 'have suffered the same injury.'" *Humes v. First Student, Inc.*, No. 17-17072, 2019 WL 413687, at *1 (9th Cir. Feb. 1, 2019) (citing *Wal-Mart*, 546 U.S. at 350).

Proof is required to satisfy commonality under Rule 23(a). *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019–20 (9th Cir. 1998). In employment and wage claim cases, "utterly threadbare allegations that a group is exposed to illegal policies and practices are [not] enough to confer commonality. As *Wal-Mart* made clear, Rule 23(a) is not a pleading standard; rather, it requires proof that there are 'in fact ... common questions of law or fact.'" *Parsons v. Ryan*, 754 F.3d 657, 683 (9th Cir. 2014). "[T]he district court [is] required to resolve any factual disputes necessary to determine whether there was a common pattern and practice that could affect the class as a whole. If there is no evidence that the entire class was subject to the same allegedly [prohibited] practice, there is no question common to the class." *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 983 (9th Cir. 2011).

Here, Wahidi and Madrigal cannot satisfy commonality under Rule 23(a). Specifically, the class treatment of Wahidi and Madrigal's claims that the Debtors impermissibly rounded down employees' work time, deprived employees of meal or rest breaks without waiver or compensation, or failed to timely furnish accurate wage statements all hinge on allegations that the Debtors had and followed uniform policies to act in these ways. *See, e.g.*, Wahidi Memo at 10 ("the claims are based on established company policies applicable to all employees"), p. 13

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1 (“The complaint asserts claims based on the Debtors’ company policies that violate applicable
2 California law [T]he predominate issue will be the legality of the Debtors’ practices and
3 procedures.”). Under their own claim construct, it is therefore imperative for Wahidi and
4 Madrigal to demonstrate the existence of uniform policies that they can trace to injuries suffered
5 by all the employees. *See Ordonez v. Radio Shack, Inc.*, No. CV 10–7060–CAS, 2013 WL
6 210223, at *7 (C.D. Cal. Jan. 17, 2013) (for claims based on alleged meal and rest break
7 violations, “in the absence of a uniform corporate policy, there is no common issue capable of
8 resolution on a classwide basis”). However, while the Debtors establish the practice of the
9 voluntary payment of \$8,479,561 over four years of dollars in meal and rest break “penalties”
10 system wide, including \$3,593,662 and \$1,500,280 pursuant to the terms of collective bargaining
11 agreements at Seton and St. Francis (Sharrer Decl. at ¶ 30), Wahidi’s FAC and motion provide
12 nothing more than “threadbare allegations” that the Debtors violated legal requirements owed to
13 the proposed classes of employees. Every single allegation is nothing more than a recitation of
14 legal requirements and a conclusory statement that Debtors violated the requirements “as a matter
15 of established company policy and procedure.”

16 As shown below in bold, the meager details that are provided undermine Wahidi’s case
17 for this conclusory assertion of common policies.

18 First, as to his common status, Wahidi worked for “Defendants” “as an hourly -paid
19 Emergency Room Registered Nurse from approximately May 2017 to October 2017 in Daly,
20 California, which is in San Mateo County, California.” FAC ¶¶ 6–7. Wahidi, however, says
21 nothing about the relationship or experiences of his job classification to other hourly job
22 classifications at his location or the other locations that he would purport to represent.

23 Second, as to Rounding, he asserts that Defendants “as a matter of established company
24 policy and procedure, at each and every one of the individual facilities owned and/or operated by
25 Defendants, consistently . . . [r]ounded the actual time worked and recorded by the members of
26 the Rounding Class, **usually** down, so that during the course of their employment, the members
27 of the Rounding Class were paid far less than they would have been paid had they been paid for
28 actual recorded time rather than ‘rounded’ time.” FAC ¶ 40. However, he does not provide this

1 Court with any indication that he ever experienced this “usual” phenomenon or that such
2 experience was the result of a uniform policy identified by Wahidi.

3 Third, as to Meal Periods, Wahidi claims “[o]n one or more occasions,” employees
4 worked shifts long enough to merit meal times and “[a]s a matter of Defendants’ established
5 company policy, Defendants failed to **always** comply with the meal period requirements”
6 FAC ¶¶ 54–55, 58. However, he again fails to give any personal or observed examples of this
7 “wrong” or any indication that such observations were common at different locations or hourly
8 job classifications.

9 Fourth, as to rest periods, Wahidi asserts employees “**sometimes**” worked long enough to
10 merit rest periods and “[a]s a matter of Defendants’ established company policy, Defendants
11 failed to always authorize and permit all required rest periods” FAC ¶¶ 66–68. Occasional
12 long hours clearly do not rise to the level of policy or commonality, especially when a plaintiff
13 provides no personal and representative examples.

14 Fifth, as to the “timely furnish accurate wage statements (‘Independent Failure’)” claim,
15 Wahidi asserts “[a]s a pattern and practice . . . Defendants did not and still do not furnish each of
16 the [class members] with an accurate itemized statement in writing showing all applicable hourly
17 rates in effect during the pay period,” but also “**one or more** items listed in Labor Code
18 §226(a)(1)–(9)”. FAC ¶¶ 73; 75–76. He provides no examples from his own experience and no
19 information on how the Court might extrapolate from his experiences to those of a putative class.

20 Sixth, as to his “timely furnish accurate wage statements (‘Derivative Failure’)” claim,
21 Wahidi gives no further factual allegations. However, the claim is recognized as “a derivative
22 result of [Defendants’] failure to pay wages” that the Claimant alleges were due and owing under
23 his other claims, *i.e.*, equally devoid of facts. FAC ¶ 87.

24 Seventh, as to the claim for “[w]illful failure to pay upon termination or resignation”,
25 Wahidi provides only conclusory allegations that class members “were either discharged from or
26 quit Defendants’ employ” and Defendants willfully failed to pay earned wages for the statutory
27 time period pursuant to “a consistent and uniform policy . . . according to amendment or proof.”
28

(FAC ¶¶ 97–99.) Despite the acknowledged fact that Wahidi is a former employee, he offers no information about his own treatment or its representative nature.

Eighth, as to the PAGA claim, and the Unfair Business Practices (UCL) claim, there are simply no factual allegations.

Claimant has provided no support that any of these alleged violations were due to a uniform policy that can be divined from his own experiences or other information in his possession. *See Youngblood v. Astrue*, 281 F. App'x 726, 727–28 (9th Cir. 2008) (“Youngblood's vague and conclusory allegation . . . fails to identify a specific act, policy, or practice . . . that would give rise to a common claim by numerous . . . employees. . . . Youngblood did not meet her burden of demonstrating that class certification was appropriate under Rule 23.”).

Claimant cites to *Nguyen v. Baxter Healthcare Corp.*, 275 F.R.D. 596 (C.D. Cal. 2011), and *Driver v. Applellinois, LLC*, 265 F.R.D. 293 (N.D. Ill. 2010), to support his claim for commonality in the context of a wage suit, but these cases do not support his motion. In *Nguyen*, the plaintiff provided “specific” allegations and proof to show that all employees “were treated with sufficient uniformity:”

Employees on a production line went to lunch at the same time, as determined by the lead or supervisor. (Bosalet Dep. at 41.) Baxter used software which automatically deducted one 30 minute meal break per shift from all employees’ time, without regard to whether a first meal break was late or missed, or whether a second meal break was required on a shift of more than 10 hours. (*Id.* at 40). Baxter has never paid out extra pay for a late or missed meal during the class period. (*Id.*) The written policy provided to the class members regarding meal breaks, which Ms. Nguyen asserts lacks required information until April 3, 2010, was identical for all of the class members. (*Id.* at 45–53, 63–69; Pl.Ex. 4 at BAX000446–447; Pl.Ex. 5 at BAX000448.) This policy was uniform, was provided to new hires, and provided in online format to employees via an on-site learning center. (Bosalet Dep. at 64–69.)

275 F.R.D. at 600–01.

Unlike Wahidi’s conclusory allegations about his and other employees’ wage statements, the *Nguyen* plaintiff demonstrated that (1) “the wage statements were identical for the class,” (2)

1 her statements “lacked the shift differential pay rate and the pay period beginning date,” and (3)
2 she suffered injury. *Id.*

3 In the *Driver* case, the defendant itself provided a standardized policy and practice that it
4 alleged met its legal responsibilities. 265 F.R.D. at 303. Additionally, the plaintiff had a
5 plausible argument, supported by proof, that the policy itself was “inadequate both as to its
6 substance and wording.” *Id.* Wahidi and Madrigal make no such showing in their Motion.

7 Wahidi’s claims based on not providing meal and rest breaks are particularly deficient
8 with regards to commonality. “The employer satisfies [the meal] obligation if it relieves its
9 employees of all duty, relinquishes control over their activities and permits them a reasonable
10 opportunity to take an uninterrupted 30-minute break, and does not impede or discourage them
11 from doing so.” *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1040, 273 P.3d 513,
12 536–37 (2012); *see also id.* at 1028–29, 273 P.3d at 528–29 (an employer need only “provide” or
13 “permit” rest breaks). In light of this standard, “district courts have denied class certification
14 where a plaintiff has failed to adduce common evidence that the employer prevented putative
15 class members from taking required breaks.” *Chavez v. AmeriGas Propane, Inc.*, No.
16 CV1305813MMMMANX, 2015 WL 12859721, at *10 (C.D. Cal. Feb. 11, 2015) (listing cases).

17 (b) Typicality

18 “The purpose of the typicality requirement is to assure that the interest of the named
19 representative aligns with the interests of the class.” *Hanon v. Dataproducts Corp.*, 976 F.2d 497,
20 508 (9th Cir. 1992). “The test of typicality is whether other members have the same or similar
21 injury, whether the action is based on conduct which is not unique to the named plaintiffs, and
22 whether other class members have been injured by the same course of conduct.” *Id.* (citation and
23 internal quotation marks omitted). “[R]epresentative claims are ‘typical’ if they are reasonably
24 co-extensive with those of absent class members.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011,
25 1020 (9th Cir. 1998). “[A] named plaintiff’s motion for class certification should not be granted if
26 ‘there is a danger that absent class members will suffer if their representative is preoccupied with
27 defenses unique to it.’” *Hanon*, 976 F.2d at 508.

1 Unfortunately, this Court cannot properly evaluate whether Wahidi and Madrigal's claims
2 are typical of absent class members, because neither provides any details as to their personal
3 injuries nor any indication that such injuries are common across all hourly employees in every job
4 classifications at every location. Their assertion that the composition of the rounding class "class
5 may exceed over 7,300 claimants" because the Debtors stated they had 7,300 employees on the
6 Petition Date (Wahidi Memo at 4, 8), is woefully inadequate. *See, e.g., Chavez v. AmeriGas*
7 *Propane, Inc.*, 2015 WL 12859721, at *18 (C.D. Cal. Feb. 11, 2015) ("Chavez has adduced no
8 evidence that he worked more than ten hours in any one day, however. Consequently, he cannot
9 show that he was unlawfully denied a third rest break. Chavez's failure to demonstrate that he
10 was personally injured by the allegedly unlawful policy set forth in the CBA leads the court to
11 conclude that he lacks standing to represent the proposed CBA rest period subclass.").

12 Even were this Court to accept their "conclusory assertions," Wahidi and Madrigal's
13 failure "to specify what position or positions [they] held or hold[]" defeats typicality. *Lusby v.*
14 *Gamestop Inc.*, 297 F.R.D. 400, 411 (N.D. Cal. 2013) ("Given the absence of this information,
15 the Court finds that Plaintiff has failed to establish that his claims are typical of those of the
16 class."). While the Debtors demonstrate that both employees were registered nurses operating
17 under different collective bargaining agreements (Sharrer Decl. ¶¶ 8-11), in the absence of
18 competing facts it is unreasonable simply to assume that meal, rest, and wage statement policies
19 and practices for 7,300 employees across all union and non-union job classifications within an
20 entire nonprofit health system would be uniform or result in similar injuries.

21 Furthermore, Wahidi's few factual allegations in the FAC undermine his case that there
22 are uniform policies and injuries, since he admits not all meal or rest periods were denied or
23 uncompensated for and not all rounding was conducted at employees' expense. *See Garcia v. Sun*
24 *Pac. Farming Co-op, Inc.*, 359 F. App'x 724, 726 (9th Cir. 2009) ("[T]he evidence at best showed
25 that Garcia and Ayon's practice claims were typical-or 'reasonably co-extensive,' . . . with only
26 some of the proposed class members, but atypical of others. It was well within the district court's
27 discretion to deny class certification on this basis."); *Humes v. First Student, Inc.*, 320 F.R.D.
28 529, 539 (E.D. Cal. 2017) ("Given the discrepancies between drivers' experiences, including

1 payment discrepancies between Plaintiffs' own declarants, there is no indication that Plaintiffs
2 have suffered the same or similar injuries as all class members.”), *rev'd and remanded on other*
3 *grounds*, 2019 WL 413687 (9th Cir. Feb. 1, 2019).

4 Finally, but just as significant, the Debtors' preliminary investigation shows that Wahidi
5 and Madrigal do not have claims typical to the rest of the class, if we assume their allegations.
6 Mr. Steven C. Sharrer has discovered that (1) Wahidi and Madrigal did not suffer harm from their
7 respective rounding policies; (2) Wahidi and Madrigal filed claims and used policies to be
8 compensated for missed meal and rest breaks; and (3) had compliant pay stubs. Sharrer Decl. ¶¶
9 36, 37. If Wahidi and Madrigal are correct in their allegations, they would have uniquely weak
10 cases and the Debtors would have special affirmative defenses available to them to dispute
11 whether a policy was applied as to them, as well as to injury and causation. *See Pena v. Taylor*
12 *Farms Pac., Inc.*, 305 F.R.D. 197, 223 (E.D. Cal. 2015) (“Because plaintiff Hernandez's
13 experience is not typical, certification of any non-derivative waiting time subclass must be
14 denied.”), *order clarified sub nom. Carmen Pena v. Taylor Farms Pac., Inc.*, No. 2:13-CV-
15 01282-KJM-AC, 2015 WL 12550898 (E.D. Cal. Mar. 30, 2015), *and aff'd*, 690 F. App'x 526 (9th
16 Cir. 2017); *Mateo v. V.F. Corp.*, No. C 08-05313 CW, 2009 WL 3561539, at *4 (N.D. Cal. Oct.
17 27, 2009) (“Plaintiff does not satisfy typicality because V.F. can assert unique defenses against
18 her.”).

19 (c) Adequacy

20 “Rule 23(a) (4)'s adequacy requirement ensures that absent class members are afforded
21 competent representation before entry of a judgment which binds them.” *Hanlon*, 150 F.3d at
22 1020. “Class representation is inadequate if the named plaintiff fails to prosecute the action
23 vigorously on behalf of the entire class or has an insurmountable conflict of interest with other
24 class members.” *Hesse v. Sprint Corp.*, 598 F.3d 581, 589 (9th Cir.2010) (*citing Hanlon*, 150
25 F.3d at 1020). There is reason to believe, based on the few facts alleged, that Claimants would be
26 inadequate representatives for many parts of the class.

27 Firstly, Wahidi and Madrigal are former employees. They cannot be class representatives
28 on behalf of current employees regarding the relief to which they alone may be entitled. This

1 would include the injunctive relief requested for “the currently-employed members of the
2 Independent Wage Statement Class” and the “Derivative Wage Statement Class” (FAC ¶¶ 79,
3 93), as well as the preliminary and permanent injunctive relief requested under the Unfair
4 Competition Law. (FAC ¶¶ 123–24.) In contrast to currently employed members of the class or
5 subclasses, Claimants will have no incentive or interest to pursue such relief. *See Ellis v. Costco*
6 *Wholesale Corp.*, 657 F.3d 970, 986 (9th Cir. 2011) (“As former employees, Ellis and Horstman
7 would not share an interest with class members whose primary goal is to obtain injunctive relief.
8 Thus, as the class currently stands, Ellis and Horstman will not adequately protect the interests of
9 the class as a whole.”).

10 Secondly, Wahidi’s employment terminated in October 2017. FAC ¶ 7. This means that
11 Wahidi cannot personally assert a priority or administrative expense claim as would many class
12 members who provided services to Debtors within 180 days of the Petition Date. Therefore,
13 Wahidi cannot represent those class members who can assert either a priority or administrative
14 expense claim. Wahidi Memo at 14 (“Because Wahidi was not a postpetition employee, he
15 cannot serve as the class representative [for payment of administrative expense].”) *See In re*
16 *Casimiro*, No. 05-19588-B-7, 2007 WL 1577947, at *6 (Bankr. E.D. Cal. June 4, 2007) (“If none
17 of the Lara Claimants can assert a priority claim, then none of them would be qualified to
18 represent a priority ‘claimant class’ in this bankruptcy.”); *In re Pac. Sunwear of California, Inc.*,
19 2016 WL 3564484, at *9 (Bankr. D. Del. June 22, 2016) (“Ms. Beeney, who can only be a
20 member of the general unsecured class, . . . cannot adequately represent all unnamed class
21 members, some of whom will have administrative and/or priority claims if liability is proven.”);
22 *In re Joint E. & S. Dist. Asbestos Litig.*, 982 F.2d 721, 742 (2d Cir. 1992), *opinion modified on*
23 *reh’g*, 993 F.2d 7 (2d Cir. 1993) (“Once the [asbestos] Trust became insolvent, the effect of the
24 payment priority was to divide the health claimants into two subgroups” with separate
25 representation; one who had priority and one who did not).

26 Thirdly, Wahidi and Madrigal were members of nursing unions at specific locations
27 during their employment. Other class members belong to other unions or are non-union. Union
28 status and the presence of collective bargaining agreements provide numerous legal overlays

1 relative to the wage and employment requirements at issue. In these circumstances, Wahidi and
2 Madrigal certainly would not be typical of non-union employees, even assuming all collective
3 bargaining arrangements were identical.

4 (d) The Policies at Play

5 In addition to Wahidi and Madrigal's insufficient showing, their bare allegations are
6 contradicted by what is now the only testimony in the case. As stated in declaration of Steven C.
7 Sharrer, the Debtors, as a whole, do not have uniform policies. Nevertheless, Mr. Sharrer has
8 been able to identify the policies that applied to Wahidi and Madrigal. These policies show that
9 Wahidi and Madrigal's theories based on uniform impermissible policies would fail. Wahidi and
10 Madrigal would have to show that the Debtors did not follow their stated policies or some other
11 alternative theory, but these would likely result in individualized inquiries not appropriate for
12 class treatment.

13 Wahidi and Madrigal's rounding claim relies on the allegation that Debtors "usually"
14 rounded employee time down. FAC ¶ 40(b). However, the now discontinued local rounding
15 policy that applied to Wahidi would round to the quarter-hour on a neutral basis and specifically
16 provided that "[s]uch a system of timekeeping should not . . . be more stringent in docking Nurses
17 who are late than in permitting uncompensated work time." Sharrer Decl. ¶ 12. Under California
18 law, a "rounding system [that] is neutral on its face" is legally permissible and proper. *AHMC*
19 *Healthcare, Inc. v. Superior Court*, 24 Cal. App. 5th 1014, 1027, 234 Cal. Rptr. 3d 804, 814 (Ct.
20 App. 2018), *review denied* (Oct. 10, 2018). Mr. Sharrer even analyzed Wahidi's records and did
21 not find that the rounding policy prejudiced his pay. Sharrer Decl. ¶ 13.

22 Contrary to Wahidi and Madrigal's allegations, each Debtor facility abided by meal and
23 rest break policies which were legally compliant. Sharrer Decl. ¶¶ 20-31. While meal and rest
24 break practices would vary among departmental units and between facilities, Sharrer Decl. ¶¶ 21-
25 28. nevertheless, any employee who missed a meal or rest break could claim a penalty through
26 various procedures. Sharrer Decl. ¶ 29. In general, when there is no uniform policy that is
27 clearly non-compliant, class certification is denied because non-compliance cannot be proved on
28 a common basis for the class. *Chavez v. AmeriGas Propane, Inc.*, 2015 WL 12859721, at *10

(C.D. Cal. Feb. 11, 2015) (listing cases); *Ruiz v. Affinity Logistics Corp.*, No. 05CV2125JLS (CAB), 2009 WL 648973, at *6 (S.D. Cal. Jan. 29, 2009) (listing cases).

Here, Mr. Sharrer even analyzed the amount of money the Debtors voluntarily paid employees for identified missed meal and rest breaks, and determined that the Debtors had paid \$8,479,561 over the four year period in question. Sharrer Decl. ¶ 30. He also analyzed the number for Wahidi and Madrigal specifically. Sharrer Decl. ¶¶ 34-35. Along with the fact that there were no union arbitrations filed relating to meal and rest breaks, these results confirm anecdotally that there was no general policy or practice to deprive employees of their meal and rest breaks. (Sharrer Decl. ¶ 31.)

Finally, Mr. Sharrer identified example wage statements for Wahidi and Madrigal and they contain all nine elements according to California law. *See* Sharrer Decl., ¶¶ 36-37; California Labor Code § 226(a). There is no pattern or practice of impermissibility to form a basis for class treatment. *See, e.g., Sarviss v. Gen. Dynamics Info. Tech., Inc.*, 663 F. Supp. 2d 883, 911 (C.D. Cal. 2009) (“Plaintiff’s showing does not give a clear indication, for example, of how many different types of pay stubs the Court will need to address given the lengthy time period on which Plaintiff seeks certification and the various payroll policies that were apparently in place for different types of California employees during that period.”). All other allegations are derivative of the other claims.

These factual circumstances and lack of impermissible and uniform policies, prevent Wahidi and Magrigal from satisfying Civil Rule 23(a), along with their failure to demonstrate compliance.

(1) Rule 23(b)(1)

Moving off the prerequisites of Civil Rule 23(a), Wahidi attempts to certify a class under Civil Rule 23(b)(1), which is appropriate if “prosecuting separate actions by or against individual class members would create a risk of: (A) inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for the party opposing the class; or (B) adjudications with respect to individual class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the

1 individual adjudications or would substantially impair or impede their ability to protect their
2 interests.”

3 Here, there is no true danger of incompatible standards for the Debtors under Civil Rule
4 23(b)(1)(A). As discussed above, proposed class members’ claims are extremely varied, as they
5 were exposed to many different potential policies and practices and each had different individual
6 experiences. The bar date has passed and bankruptcy procedure can readily handle any incoming
7 claims. This is not a situation where another court could issue an inconsistent decision. *See*
8 *Ballas v. Anthem Blue Cross Life & Health Ins. Co.*, No. CV1200604MMMFFMX, 2013 WL
9 12119569, at *14 (C.D. Cal. Apr. 29, 2013); *Kamar v. Radio Shack Corp.*, 254 F.R.D. 387, 398
10 (C.D. Cal. 2008) (noting that “[t]he Ninth Circuit has adopted an extremely conservative view” of
11 certifying 23(b)(1) classes).

12 While Civil Rule 23(b)(1)(B) certification may be appropriate in some hypothetical case
13 under *In re First All. Mortg. Co.*, 269 B.R. 428, 448 (C.D. Cal. 2001), there does not seem to be
14 any reason for such treatment. Indeed, the Second Circuit has advised that “[w]ith respect to
15 aggregate claims in excess of a fixed sum of money, a (b)(1)(B) class action is appropriate to
16 avoid an unfair preference for the early claimants at the expense of later claimants. With respect
17 to an insolvent entity, however, bankruptcy law is normally the source of protection to assure a
18 fair and orderly distribution of assets insufficient to meet claims.” *In re Joint E. & S. Dist.*
19 *Asbestos Litig.*, 982 F.2d 721, 735 (2d Cir. 1992), *opinion modified on reh’g*, 993 F.2d 7 (2d Cir.
20 1993).

21 (2) Predominance/Superiority

22 As certification under Rule 23(b)(1) is inappropriate, Wahidi must satisfy Civil Rule
23 23(b)(3). In ruling on a motion for class certification based on Rule 23(b)(3), a court must
24 conduct a rigorous analysis to determine whether the class representatives have satisfied both the
25 predominance and superiority requirements. *See Zinser v. Accufix Research Inst., Inc.*, 253 F.3d
26 1180, 1186 (9th Cir. 2001). The predominance analysis focuses on “the legal or factual questions
27 that qualify each class member’s case as a genuine controversy” to determine “whether proposed
28

1 classes are sufficiently cohesive to warrant adjudication by representation.” *Amchem Prod., Inc.*
2 *v. Windsor*, 521 U.S. 591, 623 (1997).

3 Here, there are individualized issues at each step. First, whether there is a rounding, meal
4 break, rest break, payment stub, or nonpayment upon termination policy applicable to a particular
5 class member is an individualized issue—some groups have or had policies as to some practices,
6 but they vary and many are contextual to the individual or small group. *See Dukes*, 564 U.S. at
7 356 (employment claim plaintiffs must identify a “specific employment practice . . . that ties all
8 their . . . claims together”); *Martin v. Sysco Corp.*, 325 F.R.D. 343, 354 (E.D. Cal. 2018)
9 (rejecting predominance where plaintiffs failed to prove a mandatory policy). Second, actual
10 injury would still depend upon individualized circumstances, *i.e.*, whether class members were
11 uncompensated or affected by any policy.¹¹ In this Circuit, the need to consider such
12 individualized circumstances should defeat predominance. *See Zinser*, 253 F.3d at 1189–90
13 (affirming class certification denial for lack of predominance due to individualized causation and
14 damages issues); *Abed v. A.H. Robins Co. (In re N. Dist. of California, Dalkon Shield IUD Prod.*
15 *Liab. Litig.)*, 693 F.2d 847, 853 (9th Cir. 1982) (same); *Poulos v. Caesars World, Inc.*, 379 F.3d
16 654, 668 (9th Cir. 2004) (same).

17 Ninth Circuit courts have routinely found that the existence of individualized issues
18 relative to causation and fact of injury must defeat class certification whether in the context of
19 breach of contract or the breach of the implied covenant of good faith. *See, e.g., Herskowitz v.*
20 *Apple, Inc.*, 301 F.R.D. 460, 470–71 (N.D. Cal. 2014); *Bruce v. Teleflora, LLC*, 2013 WL
21 6709939, at *3 (C.D. Cal. Dec. 18, 2013); *Martinez v. Welk Grp., Inc.*, 2012 WL 2888536, at *4
22 (S.D. Cal. July 13, 2012); *Campion v. Old Republic Home Prot. Co.*, 272 F.R.D. 517, 531 (S.D.
23 Cal. 2011); *Am. W. Door & Trim v. Arch Specialty Ins. Co.*, 2015 WL 1266787, at *9 (C.D. Cal.

24
25 ¹¹ The fact of injury should not be confused with differences in the amount or nature of injury.
26 “[T]here is a distinction between the ‘fact of damages,’ which is essentially a threshold question
27 of causation and injury in fact, and the ‘amount of damages,’ which involves an assessment of
28 damages due after resolution of common questions of liability.” *Lucas v. Breg, Inc.*, 212 F. Supp.
3d 950, 970 (S.D. Cal. 2016) (citing *Catlin v. Wash. Energy Co.*, 791 F.2d 1343, 1350 (9th Cir.
1986)); *see also Gonzales v. Comcast Corp.*, 2012 WL 10621, at *18–19 (E.D. Cal. Jan. 3, 2012)
(same).

Mar. 18, 2015); *Gustafson v. Goodman Mfg. Co. LP*, 2016 WL 1029333, at *12 (D. Ariz. Mar. 14, 2016); *Rader v. Teva Parenteral Medicines, Inc.*, 276 F.R.D. 524, 529–30 (D. Nev. 2011).

Another challenge for predominance is that Verity is entitled to assert affirmative defenses like questioning class members’ alleged harm and whether it was truly a result of the Debtors’ conduct. This can defeat predominance since individualized inquiries would overwhelm common issues. *Dukes*, 564 U.S. at 367; *Zinser*, 253 F.3d at 1189 (finding class action inappropriate where case required “separate adjudication of each class member’s individual claim or defense”). Furthermore, though individualized damage calculation issues alone may not defeat class certification, a plaintiff must provide a damages model attributing damages to his theories of liability and establishing that damages are susceptible to class-wide measurement. *Comcast*, 569 U.S. at 35 (the Court must conduct a “rigorous analysis” to make sure this obligation is met). Wahidi and Madrigal do neither.

Finally, Wahidi and Madrigal claims do not meet the superiority requirement. Superiority tests whether “class litigation of common issues will reduce litigation costs and promote greater efficiency.” *Valentino v. Carter–Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir. 1996). For all of the above reasons that make each individual claim unique and the fact that not many claims are expected, bankruptcy procedure seems eminently superior to class treatment under the circumstances herein. After an initial narrowing of claims to those that are legally supportable, the claims would be dominated by causation and injury issues. Thus, individual claim processes are most appropriate there.

B. Wahidi and Madrigal’s Claims Are Subject to Labor Exemptions for Union Contracts and Federal Preemption.

Wahidi and Madrigal’s claims are further inappropriate for Bankruptcy Rule 7023 and Civil Rule 23 because, as union members subject to collective bargaining agreements (“CBAs”) their claims would be subject to California Labor Code exemptions for union contracts and federal preemption to the extent understanding or interpretation of a CBA was required.

(a) California Labor Code § 514 Bar to Overtime Claims

1 The claims of Wahidi and Madrigal are really about an employer allegedly shorting them
2 on overtime pay through rounding, and meal and rest break deprivation. However, California
3 Labor Code has a collective bargaining exemption that applies to all overtime claims, no matter
4 their formulation. California Labor Code § 514 states:

5 Sections 510 [over after 8 hours in a day and 40 in a workweek]
6 and 511 [alternative work schedule] do not apply to an employee
7 covered by a valid collective bargaining agreement if the agreement
8 expressly provides for the wages, hours of work, and working
9 conditions of the employees, and if the agreement provides
10 premium wage rates for all overtime hours worked and a regular
11 hourly rate of pay for those employees of not less than 30 percent
12 more than the state minimum wage.

13 California courts have universally recognized that when the Legislature creates a CBA
14 exemption to the Labor Code, it purposefully “afford[ed] additional flexibility with regard to the
15 terms of employment of employees,” whose interests are “protected through a collective
16 bargaining agreement.” *Araquistain v. Pacific Gas & Electric Co.*, 229 Cal. App. 4th 227, 238
17 (2014). Since Wahidi and Madrigal allege that they were denied overtime premium due to
18 allegedly unlawful rounding and other practices, their overtime claims may not move forward in
19 light of the collective bargaining exemption.

20 All of the required elements of the CBA exemption are met as to the claims for both
21 employees. First, the terms of their employment were each governed by a CBA. Sharrer Decl. ¶¶9
22 and 11. Second, both CBA’s provide for wages (Sharrer Decl. ¶18(a); ¶19(a)); hours of work
23 (Sharrer Decl. ¶16(b); ¶17(b)); working conditions (Sharrer Decl., ¶18(c); ¶19(c)); premium rates
24 for all overtime hours (Sharrer Decl., ¶18(b); ¶19(b)); and a regular hourly rate of pay for those
25 employees of not less than 30 percent more than the state minimum wage (Sharrer Decl., ¶18(a);
26 ¶19(a)).

27 Where a CBA exemption applies, unions and employers are “free to bargain over not only
28 the rate of overtime pay, but also when overtime pay will begin.” *Vranish v. Exxon Mobil Corp.*,
223 Cal. App. 4th 103 (2014). They are also “free to bargain over not only the timing of when
overtime pay begins within a particular day, but also the timing within a given week.” *Id*; see also

1 *Kilbourne v. Coca-Cola Company*, NO. 14cv984-MMA (BGS), 2014 WL 11397891, at *6–7
2 (S.D. Cal. July 14, 2014) (“[S]ection 510 does not determine when Plaintiff works ‘overtime
3 hours’ and is thus entitled to overtime compensation. Instead, the CBAs do.”).

4 (b) Federal Preemption of Claims

5 Section 301 of the Labor Management Relations Act (“LMRA”) provides that “suits for
6 violation of contracts between an employer and a labor organization” fall within the exclusive
7 jurisdiction of the federal courts. 29 U.S.C. § 185. “The preemptive force of § 301 is so powerful
8 as to displace entirely any state cause of action for violation of contracts between an employer
9 and a labor organization.” *Caterpillar, Inc. v. Williams*, 482 U.S. 386, 393 (1987). To ensure the
10 uniform interpretation of labor contracts, any state law claim that requires judicial interpretation
11 of a CBA or is “inextricably intertwined” with a CBA is preempted by Section 301. *Allis-*
12 *Chalmers Corp. v. Lueck*, 471 U.S. 202, 213 (1985).

13 When preemption is found to be relevant, a plaintiff can bring a Section 301 claim only if
14 he has exhausted the CBA's grievance procedure. *United Paper-workers Int’l. Union, AFL-CIO*
15 *v. Misco, Inc.*, 484 U.S. 29, 37 (1987); *Hines v. Anchor Motor Freight, Inc.*, 424 U.S. 554, 563
16 (1976) (“Pursuant to this policy, we later held that an employee could not sidestep the grievance
17 machinery provided in the contract and that unless he attempted to utilize the contractual
18 procedures for settling his dispute with his employer, his independent suit against the employer in
19 the District Court would be dismissed.”). As indicated in the Sharrer Declaration, there was no
20 attempt by the either union to invoke the arbitration process with respect to these claims,
21 individually or on a group basis. Sharrer Decl. ¶ 32-33.

22 One aspect of federal preemption is unique to claims under California law. The Ninth
23 Circuit recently held that where an employer proves that it qualifies for a CBA exemption to a
24 labor code requirement, the employee’s class claim is automatically preempted. *Curtis v. Irwin*
25 *Industries, Inc.*, 913 F.3d 1146, 1153–55 (9th Cir. 2019), *rehearing and rehearing en banc*
26 *denied*, -- F.3d. --, 2019 U.S. App. LEXIS 6866 (9th Cir. Mar. 7, 2019). In so holding, the Ninth
27 Circuit acknowledged that “the California legislature deemed it appropriate to allow unionized
28

1 employees to contract around section 510(a)'s requirements by bargain[ing] over not only the rate
2 of overtime pay, but also when overtime pay will begin." *Id.* at 1154–55 (quotations omitted).

3 In the context of an overtime, meal and rest break class claim against a unionized
4 employer, the *Curtis* court specifically rejected the idea that Labor Code section 510 gave
5 employees non-negotiable state rights to overtime, independent of any interpretation of the
6 relevant CBA. If the CBA's "meet the requirements of section 514, Curtis's right to overtime
7 "exists solely as a result of the CBA,' and therefore is preempted under § 301." *Id.* at 1155
8 (citations omitted). As shown above, the CBA exemption applies to both Seton and St Francis
9 and accordingly preemption applies to both Wahidi and Madrigal. This not only dooms their
10 claims, but also make them atypical of the class.

11 In addition, the Wahidi and Madrigal rounding claims also must be dismissed as subject to
12 preemption, because they directly implicate the terms of the Seton Local Agreement for Wahidi
13 and the terms of the St. Francis CBA for Madrigal. Sharrer Decl. ¶¶ 12–19. Both CBA's provide
14 for "premium wage rates" for overtime work. Sharrer Decl. ¶¶ 18, 19. The Seton Local
15 Agreement also lays out the terms of how the rounding policy would operate by neutrally
16 rounding to the quarter-hour and states that "[s]uch a system of timekeeping should not . . . be
17 more stringent in docking Nurses who are late than in permitting uncompensated work time."
18 Sharrer Decl. ¶ 12. The St. Francis agreement does not contain an express provision governing
19 rounding, but it does contain various provisions that, taken together, provide exclusive conditions
20 for payment of overtime. These include provisions for a specified starting time, specific
21 circumstances for payment of overtime, hours worked, and the non-duplication of overtime hours.
22 Sharrer Decl. ¶ 16. For example, the St. Francis agreement provides that "Overtime will be paid
23 once a registered nurse has completed three (3) twelve (12) hour shifts at contractual rates...[and]
24 Overtime will be paid once a Registered Nurse has completed forty (40) hours of work in work
25 week." (Sharrer Decl. Ex 2 at 34). If Wahidi and Madrigal seek to challenge these two different
26 policies, they will have to interpret the CBA, and analyze bargaining history and the parties past
27 practices, including side letters, if any, in order to establish the meaning of these relevant
28 provisions. *See Firestone v. S. California Gas Co.*, 219 F.3d 1063, 1066 (9th Cir. 2000)

1 (invoking preemption because of disagreement on the terms in the CBA and because “[t]o resolve
2 that dispute, it would be necessary to apply California law to determine the overtime rights and
3 obligations of the parties to the agreement”).

4 In *Firestone*, plaintiffs brought an overtime claim under Code of Regulations section
5 11040(3)(A), which requires that employees be compensated time and a half their regular hourly
6 rate for all hours worked beyond forty in a workweek. *Firestone, supra*, 219 F.3d at 1064 and
7 1066. The employer argued that plaintiffs' claim was foreclosed by an exemption for employees
8 who are covered by a collective bargaining agreement that provides, in relevant part, for
9 “premium wage rates” for overtime work. *Id.* Plaintiffs were meter readers, whose union
10 negotiated flat sums for completing routes of assigned lengths. *Id.* at 1065. Meter readers who
11 worked more than eight hours in a day received an adjustment to the flat sum normally paid. *Id.*
12 The CBA set a formula for determining the number of overtime hours. The parties, however,
13 disputed the method of calculation and whether the employer provided a “premium wage rate.”
14 *Id.* at 1065–66.

15 The district court concluded that the overtime claim was preempted by the LMRA because
16 it could not determine whether plaintiffs received a “premium wage rate” without interpreting the
17 “regular rate” under the CBA. *Firestone, supra*, 219 F.3d at 1066. The Ninth Circuit agreed. It
18 concluded that to resolve the parties' dispute, the court would have to interpret the CBA to
19 determine if plaintiffs received a premium wage for overtime, and based on that interpretation,
20 decide if the exemption applied. (*Id.* at 1066-1067.) The Ninth Circuit explained that such
21 interference in labor relations would erode collective bargaining – if state law “were allowed to
22 determine the meaning of particular [union] contract phrases or terms in a collective bargaining
23 agreement . . . the parties would be uncertain as to what they were binding themselves to in a
24 collective bargaining agreement and, as a result, it would be more difficult to reach an agreement,
25 and disputes as to the nature of the agreement would proliferate.” *Id.*

26 The Debtors wage and hour obligations are the subject of collective bargaining, with
27 mandatory grievance and arbitration provisions covering such disputes. Sharrer Decl. Ex. 1 at 63
28 and Ex. 2 at 23 - 25. Neither of the unions and neither of the former employees ever sought to

1 arbitrate their entitlement to different compensation under the terms of the operative CBA. Such
2 failure is at the heart of preemption under §301, LMRDA, *Hines v. Anchor Motor Freight, Inc.*,
3 424 U.S. at 463 and clear grounds for dismissal. *See Soremekun v. Thrifty Payless, Inc.*, 509 F.3d
4 978, 986 (9th Cir. 2007) (failure to exhaust CBA remedies precludes judicial relief).

5 Finally, to the extent Wahidi and Madrigal are asserting the policies at issue are unlawful,
6 they remain subject to preemption. *See Coria v. Recology, Inc.*, 63 F. Supp. 3d 1093, 1098 (N.D.
7 Cal. 2014); *Burnside v. Kiewit Pac. Corp.*, 491 F.3d 1053, 1060 (9th Cir. 2007) (if the claim can
8 only be resolved by interpreting, rather than “looking to”, the CBA, it is preempted).

9 Since the Wahidi and Madrigal’s claims are subject to exemption or preemption, they
10 should simply be disallowed and cannot not form the basis of class treatment. These defenses
11 make them atypical of those with other CBA’s or other employees who are or were non-union.

12 **C. Wahidi Has Not Filed a Proper Proof of Claim Pursuant to the Private**
13 **Attorney General Act.**

14 Claimant Wahidi first argues that his claims are filed pursuant to PAGA under section
15 2699 *et seq.* of the California Labor Code and therefore is not required to satisfy class action
16 requirements. (Wahidi Memo. at.7.) According to *Arias v. Superior Court*, 46 Cal. 4th 969
17 (2009), an employee need not satisfy class action requirements to bring a representative action
18 under PAGA. However, “there have been numerous rulings in [the Central District of California]
19 holding that PAGA claims must comply with Rule 23 guidelines and failure to move for class
20 certification will result in dismissal.” *Raphael v. Tesoro Ref. & Mktg. Co. LLC*, No. 2:15-CV-
21 02862-ODW, 2015 WL 5680310, at *2 (C.D. Cal. Sept. 25, 2015); *see also Adams v. Luxottica*
22 *U.S. Holdings Corp.*, No. SA CV 07-1465 AHS, 2009 WL 7401970, at *2 (C.D. Cal. July 24,
23 2009) (“California state law cannot alter federal procedural and jurisdictional requirements.”).

24 While there are some federal cases that do not apply Civil Rule 23 to PAGA claims,e.g.,
25 *Achal v. Gate Gourmet, Inc.*, 114 F. Supp. 3d 781, 809 (N.D. Cal. 2015) (“[*Baumann v. Chase*
26 *Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir. 2014)] supports the position of this and other
27 courts that PAGA actions are not claims asserting the rights of third party plaintiffs”); *Jordan v.*
28 *NCI Grp., Inc.*, No. EDCV161701JVSSPX, 2017 WL 1821122, at *4 (C.D. Cal. Mar. 22, 2017),

1 the Motion expressly seeks authority under Bankruptcy Rule 7023. Wahidi moves “for
2 authorization to file a **class** proof of claim on behalf of claimants similarly situated.” Similarly,
3 Madrigal moves “for authorization to file a **class** request for payment of administrative expense
4 on behalf of claimants similarly situated.” Wahidi and Madrigal make their motion only pursuant
5 to Bankruptcy Rules 7023 and 9014. Wahidi Memo.at 3. They do not move before this Court as
6 individuals or as private attorneys general acting on behalf of the State of California.

7 Bankruptcy cases demonstrate that PAGA proofs of claim should be separate from class
8 proofs of claim. Claimants themselves cite to *In re First All. Mortg. Co.*, 269 B.R. 428, 431
9 (C.D. Cal. 2001) that “class claims are favored,” but that case distinctly and independently
10 evaluated separate proofs of claim filed by one group of claimants as private attorneys general (in
11 that case under the UCL) and one group of claimants looking to certify class claims.¹² *See also In*
12 *re Pac. Sunwear of California, Inc.*, 2016 WL 3564484, at *4; *Gentry v. Siegel*, 668 F.3d 83, 91
13 (4th Cir. 2012) (“class proofs of claim serve their function only on a conditional basis. If the court
14 approves class representation, the approval will function retroactively to legitimize the class proof
15 of claim, but if the court rejects such representation, the putative class members will have to file
16 individual proofs of claim.”).

17 Perhaps more important, Wahidi’s PAGA claim is legally insufficient. His required pre-
18 suit notice letter to the LWDA and his employer was statutorily ineffective since it did not
19 include “facts and theories to support the alleged violation.” *Alcantar v. Hobart Serv.*, 800 F.3d
20 1047, 1056 (9th Cir. 2015). Instead of giving the LWDA a true opportunity to take on the case
21 and the employer an opportunity to cure, Claimant’s letter does nothing more than provide “a
22 string of legal conclusions with no factual allegations or theories of liability to support them,”
23 making it “insufficient to allow the [LWDA] to intelligently assess the seriousness of the alleged
24 violations.” *Id.* at 1057. Instead, “[t]he only facts or theories that could be read into this letter are
25 those implied by the claimed violations of specific sections of the California Labor Code.” *Id.*;

26
27 ¹² Although Claimant brings a UCL claim, a more recent amendment now requires plaintiffs
28 bringing representative UCL claims to satisfy class action requirements. *See Arias*, 46 Cal. 4th at
980, 209 P.3d at 929.

1 *see Gunn v. Family Dollar Stores, Inc.*, No. 3:14-CV-1916-GPC-BGS, 2016 WL 7030363, at *4
2 (S.D. Cal. Dec. 2, 2016) (“The notice provided in Plaintiff’s letter parrots this statutory language
3 without providing any factual details or any semblance of a theory of liability.”). The **only**
4 factual details that Claimant provided was an allegation relating only to his claim of improper
5 rounding that he and other employees would “typically” clock in early to have a “huddle”
6 meeting to discuss shift assignments and employees “often arrived early and/or worked late.”
7 FAC Exh. 1, p. 59. Every other allegation in the letter was nothing more than a restatement of the
8 law and legal conclusions. Indeed the letter omitted the Claimant’s job description or any time
9 period except the literal words “the applicable time period,” which courts have found defective.
10 *See Conde v. Open Door Mktg., LLC*, 223 F. Supp. 3d 949, 971–72 (N.D. Cal. 2017) (“In
11 *Alcantar*, the letter simply stated that the plaintiff was a former employee, without identifying
12 what position the plaintiff worked in and during what time period.”).

13 Another defect in Wahidi’s notice letter is that he lists only Seton Medical Center and Verity
14 Health System Of California, Inc. as the relevant employers for notice purposes. FAC Exh. 1, p. 59.
15 The Debtors are all separate entities and Wahidi has not alleged any theory to overcome the
16 presumption of corporate separateness. He has therefore provided no notice for all other Debtors.

17 PAGA claims can be rejected if they are unmanageable. *See Valadez v. CSX Intermodal*
18 *Terminals, Inc.*, 298 F. Supp. 3d 1254, 1266 (N.D. Cal. 2018). Such is the case here because
19 Claimant has not at all established “policies or practices common to ‘aggrieved employees.’”
20 *Amiri v. Cox Commc’ns California, LLC*, 272 F. Supp. 3d 1187, 1193-94 (C.D. Cal. 2017).
21 Especially in light of Debtors’ express policies in compliance, a procedure to ascertain informal
22 policies and all their variations, as well as whether individual employees were harmed or treated
23 alike, is not manageable. *E.g., id.* at 1195 (“Absent a widespread policy or practice of not
24 permitting field employees to have their required meal and rest periods, the Court would be
25 required to determine (1) whether each individual took a particular meal or rest break (2) on a
26 particular occasion and (3) and if the individual skipped the break, why it was skipped for each of
27 the around 1,000 aggrieved employees.”).

28

D. There is No Basis or Justification for an Alternative Collective Adjudication.

Knowing their class claims may be denied, Wahidi and Madrigal propose that the Court “establish a practical process of for [sic] ascertaining and collectively adjudicating the claims.” Wahidi Memo at 14. There is no basis for the Court to deviate from standard bankruptcy procedures. In fact, as cited above, various bankruptcy courts have found bankruptcy’s simplified procedures for individual claims to be in many ways better than class treatment. While Claimants point to the unpublished procedure ordered in *In re Buffets, LLC*, No. 16-50557-RBK (Bankr. W. D. Tex.), the case is not analogous. The parties moving for that relief had been pursuing an FLSA action for three years prior to the order. *See* Motion for Relief from Stay Pursuant to 11 U.S.C. § 362(d)(1), *In re Buffets, LLC*, No. 16-50557-RBK (Bankr. W. D. Tex.), ECF No. 628, ¶ 2.02. After conditional certification and five days before the debtor was required to produce a list of class members, it filed for bankruptcy. *Id.* ¶¶ 2.08–11. Alleging that the debtor engaged in bad faith, the movants secured similar relief as to which they were entitled were it not for the bankruptcy. *Id.* ¶ 3.05. There is nothing near that justification for such treatment here.

IV. CONCLUSION

For all of these reasons, the Court should deny the Motion and all of the relief requested therein, including (i) the request for the entry of an order authorizing Wahidi to file a class prepetition unsecured proof of claim on behalf of all creditors similarly situated as Wahidi, (ii) the request for unpublished entry of an order authorizing Madrigal to file a request for payment of administrative expense on behalf of all creditors similarly situated as Madrigal, and (iii) disallow the Wahidi Proof of Claim.

Dated: April 24, 2019

DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON
CLAUDE D. MONTGOMERY

By /s/ Tania M. Moyron
Tania M. Moyron

*Attorneys for the Chapter 11 Debtors and
Debtors In Possession*

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DECLARATION OF STEVEN C. SHARRER

I, Steven C. Sharrer, declare, that if called as a witness, I would and could competently testify thereto, of my own personal knowledge, as follows:

1. I am the Chief Human Resources Officer for Verity Health System of California, Inc. (“VHS”). I became the Debtors’ Chief Human Resources Officer effective August 21, 2017. As Chief Human Resources Officer, I lead talent recruitment and management, labor relations and workforce planning and development for all of the companies that are direct or indirect subsidiaries of VHS (the “**Verity Health System**”), including all of the named defendants under the First Amended Complaint in that putative class action styled *Waheed Wahidi v. Verity Health System of California, Inc. et al.*, Case No. 18-CIV-03214, pending in the Superior Court for the State of California for the County of San Mateo.¹ My role is to ensure that human resources programs are aligned with Verity Health System’s goals.

2. I have over twenty years of human resources management experience in the healthcare industry alone, including most recently as Vice President for Human Resources at Hazel Hawkins Memorial Hospital in Hollister, as well as Integrated Health Strategies in San Francisco, NantHealth in Culver City, Saint John’s Health Center in Santa Monica and Sisters of Charity of Leavenworth Health System in Santa Monica. Between 2000 and 2007, I led the human resources departments at two hospitals within the Verity Health System: O’Connor Hospital and Saint Louise Regional Hospital.

3. I received my bachelor’s degree in history at the University of Tampa and my master’s degree in business administration at Golden Gate University. I am also a veteran of the U.S. Army and retired Lieutenant Colonel.

4. Except as otherwise indicated herein, this Declaration is based upon my personal knowledge, my review of relevant documents, information provided to me by employees of the

¹ The named defendants are VHS, Verity Business Services, Verity Medical Foundation, Seton Medical Center, O’Connor Hospital, Saint Louise Regional Hospital, Seton Coastside, St. Francis Medical Center and St. Vincent Medical Center. All defendants are California corporations, except Seton Coastside, which is an operating division of Seton Medical Center.

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1 Debtors or the Debtors' legal and financial advisors, or my opinion based upon my experience,
2 knowledge, and information concerning the Debtors' operations and the healthcare industry. If
3 called upon to testify, I would testify competently to the facts set forth in this Declaration.

4 5. This Declaration is in support of the Debtors' Opposition to the *Motion of (1) Waheed*
5 *Wahidi for Authorization to File a Class Proof of Claim on Behalf of Claimants Similarly Situated,*
6 *and (2) Ernesto Madrigal for Authorization to File a Class Request for Payment of Administrative*
7 *Expense on Behalf of Claimants Similarly Situated* [Docket No.1914] (the "**Motion**").

8 6. The Debtors operate a network of healthcare entities. The Debtors' network of
9 entities and employment relationships is complex, involving many different types of employees—
10 full-time and part-time, union and non-union, exempt and non-exempt—and fulfilling many
11 different job descriptions across the medical field and among support staff and administration.

12 7. The gravamen of the claims, attached as Exhibit "A" to the Shemano Declaration,
13 allege that (a) the Debtors engaged in illegal rounding, (b) failed to provide meal breaks, (c) failed
14 to provide rest breaks, and (d) failed to furnish accurate wage statements. The other claims made
15 are derivative from these alleged violations.

16 8. Waheed Wahidi was an emergency room registered nurse employed at Seton
17 Medical Center (Seton) from May 2017 to October 2017. Wahidi was terminated for policy
18 violations .

19 9. Registered nurses at Seton are covered by a collective bargaining agreement between
20 Seton and the California Nurses Association (the "**Union**" or "**CNA**"). There is both a Master
21 agreement ("Master Agreement"), which many of the System's hospitals jointly bargained, and a
22 local agreement which is specific to Seton ("Local Agreement").² The Union did not challenge his
23 termination.

24
25
26
27 ² The Local Agreement and Master Agreement are collectively referred to as the "**Seton CBA**".
28 Attached hereto as Exhibit [1] is a redacted true and correct copy of the Seton CBA cited in my
declaration.

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1 10. Ernesto Madrigal was a registered nurse at St. Francis Medical Center (“St Francis”
2 or “SFMC”) who was employed from November 21, 2016 to September 18, 2018. Madrigal was
3 terminated for policy violation.

4 11. Madrigal was represented by St. Francis Registered Nurse Association (“SFRNA”),
5 which is affiliated with the United Nurses Association of California (“UNAC”). St. Francis and
6 SFRNA are parties to a collective bargaining agreement. Attached hereto as Exhibit [2] is a redacted
7 true and correct copy of the collective bargaining agreement referred to here as the “**St. Francis**
8 **CBA.**”

9 **Rounding**

10 12. The local agreement which is specific to Seton contains provisions negotiated by the
11 Union and Seton which address rounding as follows:

12 6.2.6 *Timekeeping Time records shall be accurate but it is recognized that some*
13 *timekeeping systems are based upon a designated portion of an hour rather than to*
14 *the precise minute. The timekeeping system shall compute time for overtime purposes*
15 *to the nearest one-quarter (1/4) hour. Such a system of timekeeping should not,*
16 *however, be more stringent in docking Nurses who are late than in permitting*
17 *uncompensated work time.*

18 *Overtime Conversion Table*

19 6.2.7. ACTUAL MINUTES	OVERTIME
20 1 through 7 minutes	None
21 8 through 22 minutes	¼ hour
22 23 through 37 minutes	½ hour
23 38 through 52 minutes	¾ hour
24 53 through 67 minutes	1 hour
25 And so on	

26 Exhibit [1], at 18–19.

27 13. Based on my review and inquiry, for all times during his employment, Wahidi was
28 paid in accordance with the rounding practice negotiated by the Union.

14. Based on my review and inquiry, the rounding practice described above was also
utilized at Seton, Verity Business Services, St. Francis, but was discontinued on or about July 15,
2018.

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1 15. Based on my review and inquiry, the rounding practice described above was also
2 utilized at O'Connor, Saint Louise, St. Vincent, and Verity Health System, but was discontinued
3 effective July 22, 2018.

4 16. The St. Francis CBA does not contain an express provision governing rounding, but
5 it does contain various provisions that, taken together, provide conditions for payment of overtime.
6 These include provisions for a regularly assigned specified start time, specific circumstances for
7 payment of overtime, hours worked, and the non-duplication of overtime hours. Exhibit [2], ¶¶
8 1311, 1336, 1337, 1341, at 31–35.

9 17. To the extent that Wahidi or Madrigal allege claims for unpaid overtime as a result
10 of rounding, their claims contained in the Motion are subject to a collective bargaining exemption
11 contained in Labor Code Section 514 since all elements of the exemption are met, with each
12 respective CBA:

13 *Sections 510 and 511 do not apply to an employee covered by a valid collective*
14 *bargaining agreement if the agreement expressly provides for the wages, hours of*
15 *work, and working conditions of the employees, and if the agreement provides*
 premium wage rates for all overtime hours worked and a regular hourly rate of pay
 for those employees of not less than 30 percent more than the state minimum wage.

16 18. Here, the Seton CBA, to which Wahidi was subject, provides for each element as
17 follows:

- 18 a. Wages are contained at in the Wage Scale at Article 4 which is attached
19 hereto as Exhibit [1 at 4 - 9]. The lowest hourly rate for the period covering
20 Wahidi's employment is more than 54.6244 is well above 30 percent more
21 than the state minimum wage for 2017 which was \$10.50 per hour.
- 22 b. Hours of Work are contained in the local CBA in Article 6, which is attached
23 hereto as Exhibit [1 at 16 - 21] and which also provides premium wage rates
24 for all hours worked.
- 25 c. Working Conditions are contained throughout the Local CBA. See, e.g.,
26 Articles 3, 5, 6, 23, 27, Appendix A, C and D, attached hereto as [Exhibit 1
27 at 3, 14, 16, 51, 56, 67, 71 and 75 respectively].
- 28

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19. The St. Francis CBA, to which Madrigal was subject, provides for each element as follows:

- a. Wages are contained at in the Wage Scale at Appendix A which is attached hereto as Exhibit [2 at 82 - 83]. The lowest hourly rate for the period covering Madrigal's employment in 2018 is 41.9455 is well above 30 percent more than the state minimum wage for 2018 which was \$11.00 per hour.
- b. Hours of Work are contained in the St. Francis CBA in Article 13, which is attached hereto as Exhibit [2 at 36 - 44] and which also provides premium wage rates for all hours worked.
- c. Working Conditions are contained throughout the CBA. See, e.g., Articles 7, 9, 11, 15, 16, 21, 25 and 26 attached hereto as Exhibit [2 at 19, 27, 32, 36, 49, 53, 59, and 78], respectively.

Meal and Rest Breaks Policies and Waivers Were Compliant

20. Based on my review and inquiry, in and about 2017, and prior to my joining the Debtors, meal and rest policies at each relevant location were reviewed and revised in and around May of 2017 and were then provided to all of the Debtors' facilities. From our Seton Human Resources Department records, I have attached hereto a true and correct copy of the Seton the Meal and Rest Break Policy and form of Waivers as amended in May of 2017, as Exhibit [3].

Seton's Scheduling Practices Are Varied

21. From the time I joined VHS until now, each Debtor facility had separate meal and rest break scheduling practices, which also varied depending on the unit. Just at Seton, where Wahidi worked, I am aware of multiple variances.

In Seton's Nursing Units:

- a. Most In-Patient Units: meals and breaks are typically assigned. The first rest break is scheduled within 2 hours of the start of the shift; first meal break occurs before the fifth hour of the shift, the last rest break before the 7th hour.
- b. In some inpatient units, meal and rest breaks are assigned by the charge nurse at the beginning of the shift. Generally, nurses are relieved by break nurses.

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1 There is often no set schedule for meal or rest breaks. If a nurse waives a
2 particular meal or rest break, it is documented on the meal break log that it
3 was offered and refused.

4 c. In the Emergency Room, meal and rest breaks start when the break nurse
5 arrives at 11 AM. The charge nurse starts sending people to break for meal
6 and rest breaks based on who is available first. When necessary, the charge
7 nurse will also cover meal or breaks. There is no formal schedule.

8 d. In the Gero-Psych Unit, the employees choose the patient assignment they
9 want and pre-assigned meal or rest break times are written on the assignment
10 sheet.

11 **23. In Seton Technical Units:**

12 a. In Laboratory Services, lab assistants have pre-assigned meals and breaks.
13 Buddies provide break relief.

14 b. In Imaging, staff meals and breaks are assigned based on employee's
15 schedules. They go to lunch before their 5th hour in an 8 hour day. If they
16 are not able to do so, they notify the manager so that lunch relief can be
17 arranged.

18 c. In the dietary department, there are a variety of processes based on type and
19 level of work assignment. In Food Services, meal and rest breaks are built
20 into the schedule. In the Diabetes and Wound Clinics, the clinics are closed
21 for one hour and all employees take their meal break at the same time. They
22 do not waive lunches.

23 **24. In Seton Administrative Units:**

24 a. In Patient Access, meals and rest breaks are pre-assigned based on anticipated
25 workload and schedule. There is a set schedule for rest breaks and lunch.

26 b. In Health Information Management, meal and rest breaks are pre-assigned
27 based on a set schedule.

28 **St. Francis Scheduling Practices Are Varied**

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1 25. At St. Francis where Madrigal worked, I am aware of variances between nursing and
2 non-nursing departments for hourly employees.

3 26. **In the Nursing Departments:** Scheduling and relief assignments differ slightly
4 among departments varying from pre-assigned meal and rest break scheduled by a supervisor or
5 Charge Nurse, staff arranging for coverage among themselves, and staff relieving themselves based
6 upon workflow all of these within the legally designated windows. Adjustments are submitted on a
7 log to the supervisor before leaving for the day, via a Kronos adjustment form or the SFMC/SVMC
8 Time and Attendance Correction (Yellow Sheet). See Exhibits [5] and [7 at 1].

9 27. **For Non-Nursing Hourly Employees:** Scheduling and relief assignments differ
10 slightly among departments varying from pre-assigned schedules by a supervisor or Charge, staff
11 arranging for coverage among themselves, and staff relieving themselves based upon workflow all
12 of these within the legally designated windows. Adjustments are submitted on a Kronos adjustment
13 form or SFMC Time and Attendance Correction (Yellow Sheet) to supervisors before leaving for
14 the day.

15 28. The variances described for Seton and St. Francis above exist at all Debtor facilities
16 and can be summarized as set scheduling, self-scheduling, buddy system, nurse break relief, use of
17 resource nurses, or use of the buddy system. An example of a break scheduling document is attached
18 hereto as Exhibit [4].

19 **Varied Methods Provided to Claim Penalties**

20 29. At each Debtor facility, hourly employees who missed their meal or rest breaks can
21 claim a “penalty” through the use of a Time and Correction card or a missed break form. For
22 example, at St. Francis Medical Center a Time and Correction form prompts employees to make
23 claims for missed or interrupted meal and rest breaks. A true and correct copy is attached hereto as
24 Exhibit [5] . At Seton Medical Center, a Kronos Exception Log is used to claim meal and rest break
25 penalties. A true and correct copy is attached hereto as Exhibit [6 at 1]. I have also included a
26 sample of an actual break log for evening shift nurses dated 5/18/18, as well as a sample of break
27 pay penalty computations for a particular Seton nurse showing both Seton’s “penalty” payment
28 system and the irregular nature of the employee missed breaks. See Exhibit [6 at 4 - 6]. At St.

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Vincent Medical Center a missed meal/rest break log is used to claim the penalty. A true and correct copy is attached hereto as Exhibit [7].

Meal and Rest Break Penalties Paid

30. Throughout the putative four year class period asserted in the Motion, Debtor facilities paid meal and rest break penalties as forth below. I caused a review of meal and rest break penalties paid during the putative class period for all hourly employees. The analysis below showed that from June 21, 2014 to April 1, 2019:

Employer	Meal Penalty	Rest Break Penalty	Grand Total
O'Connor Hospital	\$772,387	\$826,205	\$1,598,592
Seton Medical Center	\$1,844,305	\$1,749,357	\$3,593,662
St. Francis Medical Center	\$910,446	\$589,834	\$1,500,280
St. Louise Regional Hospital	\$639,078	\$555,273	\$1,194,350
St. Vincent Medical Center	\$318,674	\$226,349	\$545,024
Verity Business Services	\$18,960	\$0	\$18,960
Verity Health System	\$28,693	\$0	\$28,693
Grand Total	\$4,532,543	\$3,947,018	\$8,479,561

31. In addition to being able to claim meal and rest breaks through time and correction forms, all union represented employees such as Wahidi were also able to file grievances for any violations of the meal and rest break policy. When grievances were filed, they were reviewed and employees were requested to provide time and correction form and what was then claimed was reviewed and paid once validated. During the class period, there have been no arbitrations relating to missed meal or rest breaks.

32. As shown by the attached grievance file, the CNA pursued a grievance over Wahidi's termination , but did not pursue a grievance over his final pay. CNA did not initiate arbitration. See Exhibit [8].

33. The SFRNA did not file a grievance over Madrigal's final pay.

1 34. I have caused an analysis of Wahidi's payroll and during the course of his
2 employment he was paid \$1,923.52 as missed meal or rest break penalties.

3 35. I have caused an analysis of Madrigal's payroll and during the course of his
4 employment he was paid \$294.60 for missed meal or rest break penalties.

5
6 **Pay Stubs**

7 36. Wahidi and Madrigal allege in the Motion that the Debtors utilized non-compliant
8 pay stubs. Attached hereto as Exhibit [9] are seven (7) exemplar paystubs which are consistent with
9 the form of paystub used across the System. I have selected one sample paystubs for each named
10 Defendant used during the month of June, 2018, where overtime hours were worked so that
11 compliance can be evaluated. . As shown by Exhibit [9 at 3 and 6], the Seton and St Francis pay
12 stubs are consistent with other paystubs throughout the system.

13 37. The seven exemplar paystubs include the nine (9) statutory required items: "(1) gross
14 wages earned, (2) total hours worked by the employee . . ., (3) the number of piece-rate units earned
15 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions . . ., (5)
16 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name
17 of the employee and . . . an employee identification number . . ., (8) the name and address of the
18 legal entity that is the employer and, . . . (9) all applicable hourly rates in effect during the pay period
19 and the corresponding number of hours worked at each hourly rate by the employee. . . ." Cal. Lab.
20 Code § 226(a).

21
22 [Signature Page to Follow]
23
24
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1 I declare under penalty of perjury and of the laws in the United States of America, the
2 foregoing is true and correct.

3
4 Executed this 24th day of April 2019 at Los Angeles, California.

5
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7 Steven C. Sharrer
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Exhibit 1

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ARTICLE 1 – RECOGNITION

Seton Medical Center (the “the Employer”) hereby recognizes the California Nurses Association (“CNA” or “the Association”) as the sole agent representing the Nurses covered by this Agreement for the purpose of establishing mutually satisfactory conditions of employment.

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ARTICLE 2 – COVERAGE

The Nurses covered by this Agreement are all Registered Staff Nurses performing nursing services. Nurse anesthetists are not included, nor are administrative and executive personnel having authority to hire, discipline, discharge or to determine personnel policies.

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ARTICLE 3 – PERSONNEL CATEGORIES

3.1 Section A – Definitions

- 3.1.1 Regular Nurse A Nurse who is regularly employed to work at a predetermined work schedule of twenty (20) or more hours per week.
- 3.1.2 Short-Hour Nurse A Nurse who is regularly scheduled to work on a predetermined work schedule of less than twenty (20) hours per week.
- 3.1.3 Per Diem Nurse A Nurse who is employed to work on an intermittent or availability basis
- 3.1.4 Temporary Nurse A Nurse who is hired as an interim replacement or for temporary work on a predetermined schedule which does not extend beyond six (6) calendar months and may be extended by mutual agreement by the Association and the Employer.

3.2 Section B – Staff Nurse Categories

- 3.2.1 Staff Nurse I A Nurse employed by the Employer who has less than six (6) months of recent hospital, clinical or similar nursing experience.
- 3.2.2 Staff Nurse II A Nurse employed by the Employer who has at least six (6) months of recent hospital, clinic or similar nursing experience.
- 3.2.3 Staff Nurse III A Nurse employed by the Employer in accordance with Appendix B.
- 3.2.4 Staff Nurse IV A Nurse employed by the Employer in accordance with Appendix B.

ARTICLE 4 – COMPENSATION

4.1 Section A – General

- 4.1.1 Pay Periods It is understood that the Employer may elect to pay Nurses under this Agreement on the basis of monthly pay periods or two-week periods. In the case of a change, the Association shall be notified in advance.
- 4.1.2 Salary Adjustment Salary adjustments will be made in the Employer as of the payroll period nearest the date of the increase. A Staff Nurse I shall receive the applicable Staff Nurse I salary rate for the first six (6) months of employment and will move automatically to the first step for Staff Nurse II upon completion of six (6) months of employment with the Employer. Upon the completion of one (1) year of employment with the Employer, the Nurse will move to the second step (second year rate) for the Staff Nurse II and will thereafter continue to advance each year through the remaining annual steps.
- 4.1.3 CNA Wage Scales

SMC Current											
As of April 10, 2013											
	Reg.		Per Diem		12-Hour		12-Hour Per Diem				
Staff Nurse I	DAY	REDACTED	DAY	REDACTED	FORMUL A	REDACTED	FORMULA	REDACTED			
	PM	REDACTED	PM	REDACTED	EARLY	REDACTED	EARLY	REDACTED			
	NOC		NOC		LATE		LATE				
Title	Reg.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		1st yr	2nd yr	3rd yr	4th yr	5th yr	8th yr	11th yr	16th yr	21st yr	25th yr
Staff Nurse II	DAY										
	PM										
	NOC										
Staff Nurse III	DAY										
	PM										
	NOC										
Staff Nurse IV	DAY										
	PM										
	NOC										
Staff Nurse II	FORMUL A										
12-Hour	EARLY										
	LATE										
Staff Nurse III	FORMUL A										
12-Hour	EARLY										
	LATE										
Staff Nurse IV	FORMUL A										
12-Hour	EARLY										
	LATE										
Staff Nurse II	DAY										
Per Diem	PM										
	NOC										
Staff Nurse II	FORMUL A										
12-Hour	EARLY										
Per Diem	LATE										

REDACTED

SMC Ratification											
As of first full pay period after December 22, 2016											
ATB	5%										
Basis	SMC Current										
	Reg.			Per Diem							
Staff Nurse I	DAY	54,624.4		DAY	68,280.6						
	PM	REDACTED		PM	REDACTED						
	NOC			NOC							
Title	Reg.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		1st yr	2nd yr	3rd yr	4th yr	5th yr	8th yr	11th yr	16th yr	21st yr	25th yr
Staff Nurse II	DAY										
	PM										
	NOC										
Staff Nurse III	DAY										
	PM										
	NOC										
Staff Nurse IV	DAY										
	PM										
	NOC										
Staff Nurse II	DAY										
Per Diem	PM										
	NOC										

REDACTED

SMC Year 2											
As of first full pay period after December 22, 2017											
ATB	5%										
Basis	SMC Ratification										
	Reg.		Per Diem								
Staff Nurse I	DAY	REDACTED	DAY	REDACTED							
	PM		PM								
	NOC		NOC								
Title	Reg.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		1 st yr	2 nd yr	3 rd yr	4 th yr	5 th yr	8 th yr	11 th yr	16 th yr	21 st yr	25 th yr
Staff Nurse II	DAY										
	PM										
	NOC										
Staff Nurse III	DAY										
	PM										
	NOC										
Staff Nurse IV	DAY										
	PM										
	NOC										
Staff Nurse II	DAY										
Per Diem	PM										
	NOC										

REDACTED

SMC Year 3											
As of first full pay period of December 22, 2018											
ATB	4%										
Basis	SMC Y2										
	Reg.		Per Diem								
Staff Nurse I	DAY	REDACTED	DAY	REDACTED							
	PM		PM								
	NOC		NOC								
Title	Reg.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		1st yr	2nd yr	3rd yr	4th yr	5th yr	6th yr	11th yr	16th yr	21st yr	25th yr
	PM										
	NOC										
Staff Nurse III	DAY										
	PM										
	NOC										
Staff Nurse IV	DAY										
	PM										
	NOC										
Staff Nurse II	DAY										
Per Diem	PM										
	NOC										

REDACTED

SMC Year 4											
As of first full pay period after December 22, 2019											
ATB	4%										
Basis	SMC Y3										
	Reg.		Per Diem								
Staff Nurse I	DAY		DAY								
	PM		PM								
	NOC		NOC								
Title	Reg.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		1st yr	2nd yr	3rd yr	4th yr	5th yr	8th yr	11th yr	16th yr	21st yr	25th yr
Staff Nurse II	DAY										
	PM										
	NOC										
Staff Nurse III	DAY										
	PM										
	NOC										
Staff Nurse IV	DAY										
	PM										
	NOC										
Staff Nurse II	DAY										
Per Diem	PM										
	NOC										

REDACTED

4.1.4 Regular Part-Time Nurses. Each Regular Part-Time Nurse employed on a regular schedule of twenty (20) hours per week or more shall be paid the same rates of compensation as set forth for Full-Time Staff Nurses in the same ratio that the Nurse's regular schedule bears to a full-time schedule.

4.1.5 No Reduction in Salaries There shall be no reduction of salaries of Nurses in the foregoing categories (ARTICLE 4, Section A) by reason of the rates herein established

4.2 Section B – Credit for Previous Experience

4.2.1 Tenure Credit Newly employed Nurses shall receive one (1) year tenure credit for salary purposes only for each year of previous experience within the last eight (8) years prior to the date of employment at the Employer. For the purpose of this section, any previous part-time experience which has been on a regular predetermined basis of twenty (20) hours per week or more shall be considered as if it were full-time experience.

4.2.2 Previous Experience Tenure Credit for previous employment shall apply if such experience has been bona fide Registered Nurse work.

4.3 Section C – Tenure Increases

- a. Regular Nurses Upon completion of each required period of continuous employment with the Employer, the Nurse shall receive an increase in accordance with the schedule listed in ARTICLE 4, Section A. This provision shall apply to all regularly employed Full-Time and Part-Time Nurses working twenty (20) hours or more per week.
- b. Short-Hour/Per Diem Nurses Short-Hour/Per Diem Nurses shall be eligible for progression to the next tenure step upon the accumulation of one thousand (1000) hours of work, provided: (1) no Nurse shall advance more than one (1) tenure step during the twelve (12) month period commencing with the date of employment or the date of the Nurse's most recent tenure advancement; and (2) the accumulation of one thousand (1000) hours is accomplished in no more than three (3) years from the date of assignment to the Nurse's current tenure step. If a Nurse does not work at least one thousand (1000) hours in such three (3) year period, the Nurse will remain in the same tenure step and must commence anew accumulation of the one thousand (1000) hours toward tenure advancement. A Per Diem Nurse shall receive 25% above the Staff Nurse Step rate at time of hire and shall progress to their per diem Step rate set forth above.

4.4 Section D – Differentials

4.4.1 Shift Differentials

- a. Evening Regular and Short-Hour/Per Diem Nurses who commence a shift of four (4) hours or more at or after 11:00 a.m. and which terminates after 6:00 p.m. shall be paid a shift differential often per cent (10%) of the applicable step of the Staff Nurse salary (Section A above).
 - b. Night Regular and Short-Hour/Per Diem Nurses who commence a shift of four (4) hours or more at or after 7:00 p.m. but prior to 5:00 a.m. shall be paid a shift differential of fifteen per cent (15%) of the applicable step of the Staff Nurse salary (Section A above).
- 4.4.2 Weekend Differential Nurses shall receive the additional amount of four per cent (4%) per shift for all weekend work.
- 4.4.3 Early Call-In
- a. Day shift Nurses who are called in and agree to begin work prior to the commencement of their assigned shifts will receive night shift differential for all hours worked on the night shift. When the day shift begins, the day shift rate will apply.
 - b. Night shift Nurses who are called in and agree to work at or after 7:00 PM will receive the night shift differential for all hours worked.

4.5 Section E – Standby and Call-Back Pay

4.5.1 Standby

- a. Conventional Standby. Nurses on standby, but not called, shall be paid at the rate of one-half (1/2) of the straight-time rate when on standby.
- b. Holiday Standby Nurses on standby on a paid holiday will be paid at the rate of three-quarters (3/4) of the straight-time rate of such Nurse when on standby.

4.5.2 Call-Back

- a. On-Standby - If called to work when on standby, a Nurse shall be compensated at time and one-half (1-1/2) the straight-time rate in cash or time and one half (1-1/2) in compensatory time off, or any combination which results in cash and compensatory time off at the rate of time and one-half (1-1/2), for all hours worked when called back while on standby.
- b. On Standby -Three-Hour Guarantee If Called Back If called to work when on standby, a Nurse shall be guaranteed a minimum of three (3) hours work or three (3) hours pay on such call in, and the rate of pay for such three (3) hours work on three. (3) hours pay shall be in accordance with Paragraph 4.5.2.a. above.

1. There are circumstances in which the use of “call-back” is imminent. Accordingly, Nurses who are at the Employer beyond his/her shift shall be compensated at the guaranteed call back minimum as if they had left the Employer.
 2. On “standby” is to be distinguished from “call back”, in that standby refers to availability, and call back refers to the actual required presence of the Nurse at the Employer.
- c. Standby in Lieu of Cancellation - If a Nurse was scheduled to work and offered standby in lieu of being cancelled, and volunteers to accept the standby, s/he shall be paid standby pay for the full scheduled shift unless called to work and, if called in, will be given a three (3) hour guarantee at the straight-time rate. If the three (3) hour guarantee results in the Nurse working beyond his/her regularly scheduled hours, the Nurse shall be given the option to waive the three (3) hour guarantee and to leave at the end of the shift when possible. If the Nurse decides to stay to fulfill the three (3) hour guarantee, he/she shall be paid at the straight-time rate for those hours. Any additional hours required beyond the three (3) hour guarantee in another shift shall be paid at the rate of time and one-half (1-112). It is not the intent of this language to change existing staffing practices/guidelines. Any Nurse on standby, who is unable to be contacted at the number (home, beeper, cellular phone, etc.) given to the Employer by the Nurse, will forfeit all hours of standby pay for that shift.
- d. Not on Standby - A Nurse who has completed a shift and leaves the Employer, but who is recalled to work prior to sixteen (16) hours following the completion of that shift, will be guaranteed a minimum of four (4) hours work or four (4) hours pay on such callback, provided that such four (4) hours guarantee shall only apply if the Nurse is recalled to work prior to the start of the Nurse’s next scheduled shift. The four (4) hour guarantee is not to apply to a Nurse who is on standby at the time the Nurse is called back.

4.6 Section F – Charge Pay/Relief in Higher Classification

- 4.6.1 Any Nurse regularly employed under this Agreement to do relief work in a higher classification in a day or days shall be paid a differential of \$3.50 for each hour the Nurse performs this relief work.

4.7 Section G – Preceptor Differential

- 4.7.1 Newly hired nurses and nurses who have transferred to a new cluster will not be counted in the staffing component while being precepted. The length of precepting shall be based on the nurse’s prior experience and/or training and determined by the Nurse Manager/designee.

A preceptor is a Registered Nurse who has completed the Employer’s preceptor training program and is a person capable of providing clinical education, clinical

application, and mentoring in order to provide newly graduated nurses with the required clinical skills and knowledge to meet the requirements of the position. Preceptorship will be based on the existing unit/program-based orientation/precepting packet, which shall include skills checklists and competencies and shall include written objective and time measurable goals. All documents are to be provided to the Nurse Manager/designee at the end of the preceptor period. The Nurse Manager/ designee shall determine who will be assigned to the preceptor role.

RNs may be assigned preceptorship duties on a one-day or short-term basis.

- 4.7.2 Nurses assigned by the Employer to perform as a preceptor shall attend a preceptor training program at the request of the Employer. The cost of the training program shall be borne by the Employer, and the Nurse shall be paid his/her regular hourly rate of pay for attending the training.
- 4.7.3 The Nurse shall be paid a premium of \$2.50 per hour for all hours worked as a preceptor.

4.8 Section H – Ed Leave Payment and Mandatory Classes

- 4.8.1 An RN who works on the evening or night shift for ten (10) hours, night shift eight (8) hours, or p.m. shift eight (8) hours, shall be paid at the differential rate for all “paid leave” including Education Leave (regardless of the time of the class), Vacation Leave, Sick Leave, Holiday pay and mandatory meetings and mandatory classes.

Shift differentials do not apply in either of the following situations: (1) when an RN is teaching classes; or (2) when an RN is attending non-mandatory meetings or non-mandatory classes that do not qualify for Education Leave during the day or early shift. Any of the above RNs who serve on the bargaining committee shall be paid at the straight time rate.

ARTICLE 5 – CHANGE IN STATUS

5.1 When a Nurse changes from a full-time to a part-time schedule or from a part-time to a full-time schedule, the Nurse shall be subject to the following rules with respect to tenure steps and accumulation of fringe benefits.

5.2 Section A – Benefited Full-Time to Benefited Part-Time

5.2.1 Stay in same tenure step.

5.2.2 Keep same Anniversary Date for tenure and benefits.

5.2.3 Carryover fringe benefit accumulation to date of change, pro-rated fringe benefits after date of change.

5.3 Section B – Benefited (Full-Time or Part-Time) to Short Hour/Per Diem

5.3.1 Stay in same tenure step.

5.3.2 Further tenure step movement on next Anniversary Date provided the Nurse meets the one thousand (1000) hour work requirement set forth in ARTICLE 4, Section C.

5.3.3 Payoff the earned and accrued vacation for which the Nurse is eligible and payoff earned and unpaid holidays. Provided the Nurse has ten (10) years or more continuous service, the unused accumulated sick leave will be paid as provided for in 8.10.3.

5.3.4 A benefited Nurse shall have the right to change to per diem status. The change will be made as soon as possible, but no later than sixty (60) days from the date the Nurse Manager/designee is notified by the Nurse.

5.3.5 Any Nurse with ten (10) years of continuous service who changes status from benefited to per diem/short hour (non-benefited) shall be paid one (1) hour's pay for each three (3) hours of unused accumulated sick leave up to one hundred and sixty (160) hours of pay, effective the date of the change in status.

5.4 Section C – Benefited Part-Time to Benefited Full-Time

5.4.1 Stay in same tenure step.

5.4.2 Keep same Anniversary Date for Tenure and benefits.

5.4.3 Carry over fringe benefits accumulated as of date of change; after date of change, accumulate fringe benefits at full-time rate.

5.5 Section D – Short-Hour/Per Diem to Benefited Full-Time

5.5.1 Stay in same tenure step.

- 5.5.2 Further tenure step movement on next Anniversary Date provided Nurse meets the one thousand (1000) hour work requirement set forth in ARTICLE 4, Section C.
- 5.5.3 Start fringe benefit accumulation at full-time rate as of date of change in status. However, if the Nurse previously was a Benefited Full-Time or Benefited Part-Time Nurse at the Employer with no break in service, the Nurse retains for fringe benefit accumulation the same date the Nurse had when a Benefited Full-Time or Benefited Part-Time Nurse, adjusted forward for the length of time in Short-Hour/Per Diem status. The Nurse also in such cases retains any unused sick leave accumulated while in Benefited Full-Time or Benefited Part-Time status.

5.6 Section E – Short-Hour/Per Diem to Benefited Part-Time

- 5.6.1 Stay in tenure step.
- 5.6.2 Further tenure step movement on next Anniversary Date provided Nurse meets the one thousand (1000) hour work requirement set forth in ARTICLE 4, Section C.
- 5.6.3 Starts fringe benefit accumulation at pro-rated basis as of date of change in status. However, if the Nurse previously had been a Benefited Full-Time or Benefited Part-Time Nurse with no break in service at the Employer, the Nurse retains fringe benefit accumulations the same date the Nurse had when a Benefited Full-Time or Benefited Part-Time Nurse, adjusted forward for the length of time in Short-Hour/Per Diem status. The Nurse also in such cases retains any unused sick leave accumulated while in Benefited Full-Time or Benefited Part-Time status.

ARTICLE 6 – HOURS OF WORK

6.1 Section A – Straight-Time

- 6.1.1 The straight-time workweek for eight (8) hour Nurses shall be no more than forty (40) hours, five (5) days per week. A straight-time day's work will consist of no more than eight (8) hours.

6.2 Section B – Overtime

- 6.2.1 Workweek If an eight (8) hour Nurse works in excess of forty (40) hours in anyone (1) workweek, the Nurse shall be paid overtime at the rate of time and one-half (1-112) the regular rate of pay, per the Fair Labor Standards Act (FLSA).

6.2.2 Workday

- a. If an eight (8) hour Nurse works in excess of eight (8) hours in anyone (1) work day the Nurse shall be paid at time and one-half (1-112) the Nurse's regular rate of pay, per the FLSA, for such work in excess of eight (8) hours.
- b. If an eight (8) hour Nurse works in excess of twelve (12) hours in anyone (1) work day excluding meal period or in excess of twelve (12) hours in consecutive time excluding meal period, such Nurse shall be paid at two (2) times the Nurse's regular rate of pay, per the FLSA, for such work in excess of twelve (12) hours.

- 6.2.3 Computation of Overtime As provided by the FLSA, the overtime premium shall be computed in the following manner: an average straight-time rate for the workweek is determined by dividing the total straight time compensation for all hours paid, including base rate and all differentials, on call pay, etc., by the number of paid hours. One half (1/2) of that average is the overtime premium for time-and-one-half (1-112) hours, and the average itself is the premium for double-time hours. Other premium hours, such as holidays worked, call-back, consecutive weekends and consecutive days in excess of seven (7), will be paid in the same manner.

- 6.2.4 Authorization of Overtime All overtime worked by a Nurse should be authorized in advance if possible, otherwise the claim for overtime shall be subject to review. If it is not possible on the day overtime is worked to secure authorization in advance, the Nurse shall record the overtime on the day overtime is worked and the reasons therefor on a record made available by the Employer, and given to the supervisor at the earliest opportunity.

- 6.2.5 Lunch Period and Payment for Lunch Time Worked Nurses working the day, evening, and night shifts who are scheduled to work eight (8) hours within a spread of eight and one-half (8-112) hours shall receive not less than one-half (1/2) hour for lunch. If such Nurse is required to work during the lunch period, such lunch period shall be paid as time worked in addition to payment for the full shift and

shall be deemed time worked for the purpose of computing overtime. In compliance with State Wage and Hours regulations, in addition to the pay provided above, a Nurse who is not provided a 30-minute off-duty meal period shall be paid a penalty of one hour's pay, at the Nurse's base rate of pay. "Penalty Pay" hours do not qualify as hours worked in calculation of overtime.

- 6.2.6 Timekeeping Time records shall be accurate but it is recognized that some timekeeping systems are based upon a designated portion of an hour rather than to the precise minute. The timekeeping system shall compute time for overtime purposes to the nearest one-quarter (1/4) hour. Such a system of timekeeping should not, however, be more stringent in docking Nurses who are late than in permitting uncompensated work time.

6.2.7 Overtime Conversion Table

ACTUAL MINUTES	OVERTIME
1 through 7 minutes	None
8 through 22 minutes	1/4hour
23 through 37 minutes	1/2hour
38 through 52 minutes	3/4hour
53 through 67 minutes	1 hour

And so on

- a. The foregoing applies to compensation only and in no way does it modify the requirements for punctuality and adherence to a Nurse's schedule.

- 6.2.8 Distribution of Overtime The Employer shall use its best efforts to distribute overtime work among Regular Nurses for each unit on each shift on an equitable basis.

6.3 Section C – Mandatory Overtime

- 6.3.1 There shall be no mandatory overtime except during a state of emergency declared by City, County, State or Federal authorities. In the event of such a state of emergency, the Employer will take all reasonable steps to utilize volunteers and to obtain coverage from other sources prior to mandating overtime.

6.4 Section D – Meal and Rest Periods

- 6.4.1 Each Nurse shall be granted a rest period of fifteen (15) minutes during each four (4) hours of work, without deduction in pay. A Nurse who misses one or more breaks during a shift shall be paid a penalty of one hour pay, at the Nurse's straight time rate of pay, which includes shift differentials.

Nurses who work scheduled shifts of five (5) hours or more are entitled to a duty free unpaid meal period of thirty (30) minutes. A Nurse who misses his/her meal period shall be paid a

penalty of one hour's pay, at the Nurse's straight time rate of pay, which includes shift differentials.

Nurses who work scheduled shifts of twelve (12) hours shall be granted two (2) unpaid meal periods, but may voluntarily waive the second 30 minute meal break. The waiver shall be in writing and in advance, and such waiver may be revoked by the nurse one day in advance. "Penalty Pay" hours as described in this Article do not qualify as hours worked in the calculation of overtime.

6.5 Section E – Weekends Off

6.5.1 Definition of Weekend A weekend means Saturday and Sunday except in the case of a night shift it means Friday and Saturday.

- a. Guarantee of Weekends Off The Employer shall grant each Regular Full-Time and Regular Part-Time Nurse every other weekend off. This provision may be waived on the written request of the individual Nurse. Any Nurse who works more than every other weekend will receive premium pay of time and one-half (1-1/2) for work performed on each succeeding weekend worked until granted a weekend off. For purposes of this paragraph, "work" means time actually worked by such Nurse. If a Nurse works any hours on a second (2nd) consecutive weekend - either Saturday or Sunday, the Nurse will receive time and one-half (1-1/2) for all hours worked, and receive time and one-half (1-1/2) for all hours on each succeeding weekend until granted a weekend off, unless waived by the Nurse. The language above providing for premium pay will apply when the Nurse is asked by the Employer within forty-eight (48) hours before the start of the effected shift to fill a staffing vacancy or a staffing need. This language shall not apply when the Nurse offers or requests to fill a staffing need.

6.5.2 Split Days Off and Eighty-Hour Option Also, in order to accomplish the above, there shall be no restriction on split days off and the Employer may utilize back-to-back workweeks and the "eighty hour option" under the Fair Labor Standards Act for the purposes of computing overtime, except as modified in Section I below. However, no Nurse will be scheduled to work more than forty (40) hours per week except by written request from the Nurse, in which case the eighty-hour option will apply.

6.5.3 Joint Effort to Provide More Liberal Policy During the term of this Agreement, the Association and the Employer will endeavor to establish a larger pool of Part-Time Nurses in order to create a basis for a more liberal weekend off policy.

6.5.4 Waiver in Case of Catastrophe In the event of a major catastrophe, the Association will waive any penalty payment provided for above.

6.6 Section F – Rest Between Shifts

6.6.1 Each Regular eight (8) hour Nurse shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts

when the Nurse is off on the weekend or two (2) consecutive days off, and of at least thirty-one (31) hours between shifts when the Nurse is off on a holiday or on a single day off. All hours worked within the above rest periods shall be paid at the premium rate of time and one-half (1½). This provision may be waived on the request of the individual Nurse, and with the agreement of the supervisor as provided in Section I below. Overtime for which premium pay is given shall count as rest periods for purposes of this paragraph.

6.7 Section G – Premium Pay After Seven Consecutive Days

6.7.1 An eight (8) hour Nurse required to work more than seven (7) consecutive days without a day off shall be compensated thereafter at time and one-half (1½) on the eighth (8th) day and each day worked or portion thereof until granted a day off. This provision may be waived on the request of an individual Nurse and with the agreement of the supervisor as provided in Section I below.

6.8 Section H – Posting of Work Schedule

6.8.1 Time schedules and days off are to be posted twenty seven (27) days in advance. After the schedule has been posted, Nurses who requested changes to the schedule may be required to find a qualified Nurse replacement. The Nurse who requested the change shall be allowed to take the day off without pay at the Nurse's option. The Employer may decline to accept a replacement if such replacement would incur premium pay.

6.9 Section I – Waivers

6.9.1 The above provisions concerning weekends off (ARTICLE 6, Section E), rest between shifts (ARTICLE 6, Section F) and premium pay after seven (7) consecutive days of work (ARTICLE 6, Section G) may be waived on the written request of an individual Nurse and with the agreement of the supervisor. Such requests for waivers shall be in writing and the individual Nurse shall indicate the time period during which such waiver shall be in effect. The Employer shall furnish a copy of such written waiver to the Nurse Representative designated by the Association for such purpose.

6.10 Section K – Alteration of Position

6.10.1 In the event that the number of shifts/hours in an existing position is changed by the Employer, the affected Nurse will be given the option of accepting the position as modified or, in the alternative, to be placed in the status of a laid-off Nurse.

6.11 Section L – Reporting Pay

6.11.1 Any Nurse who reports for work on a scheduled shift without receiving prior notice that no work is available shall be guaranteed pay for the scheduled shift. This provision shall not apply if the Employer makes a reasonable effort to notify the Nurse, such as attempting to reach the Nurse by telephone not to report for work at

least two (2) hours before the Nurse's scheduled reporting time. Also, a Nurse who reports for work on a scheduled shift and begins to work shall be guaranteed pay for the scheduled shift and the Nurse shall perform any nursing work s/he is competent to perform and may be assigned in accordance with the floating policy guidelines and clusters of this agreement.

6.12 Section M – Scheduling of Per Diems

6.12.1 Staffing shall be determined by: (1) the need to provide safe nursing care to the patients; (2) to accommodate the needs of the nursing staff; (3) budgeted nursing hours; and (4) other factors deemed appropriate by Nursing Administration.

- a. Unit/Shift assignments shall be made at the time of hire.
- b. Schedules shall be posted on the nursing unit twenty seven (27) days prior to the beginning of the schedule.
- c. Per Diem Nurses shall submit availability in writing to the appropriate Nurse Manager as far in advance as possible but no less than five (5) weeks prior to the start of the schedule.
- d. Four (4) shifts are required for each four (4) week schedule and at least two (2) of the four (4) are to be weekend shifts.
- e. Periods of unavailability greater than sixty (60) days will not usually be granted, except as required by State or Federal Family Leave Acts.
- f. Based upon the availability submitted and the core staffing requirements, the most senior Nurse submitting availability will be scheduled for two (2) shifts per week.
- g. If additional shifts are needed in order to meet the core staffing needs, they will be granted to other Per Diem Nurses, two (2) shifts per week, in order of seniority.
- h. If additional shifts are available, they will be granted one (1) shift at a time in order of seniority until core staffing needs are met.
- i. If there is no need to schedule Per Diem Nurses in order to meet core staffing needs, the Nurse's availability (AD, AP, or AN) will be so indicated on the schedule.
- j. At a later date, if any of these available shifts are needed to be worked, the Employer will use its best efforts to contact the available Nurses in order of seniority.

6.12.2 Time Off Work

- a. Notification of illness must be made by the Per Diem Nurse to his/her Nurse Manager or the Administrative Nurse Supervisor as follows:
 1. Two (2) hours prior to the start of the shift. Four (4) hours prior to the start of the night shift is preferred.
 2. Per Diem Nurses shall not "cancel" themselves from a posted schedule, but may submit a Request for Time Off form to the appropriate Nurse Manager.
 3. The Nurse shall be provided with a copy of the completed "Request for Time Off" form.
 4. The Nurse Manager shall make corrections in the schedule for approved changes.

6.12.3 All Per Diem Nurses are required to work one (1) of the two (2) major holidays (Christmas or New Year's Day). Christmas Eve and New Year's Eve may fulfill this requirement for the P.M. shift only.

6.12.4 Per Diem Nurses may be canceled in accordance with ARTICLE 28, Section A.

ARTICLE 7 – SICK LEAVE

7.1 Section A – Eligibility

7.1.1 Accumulation Each Regular Nurse shall accumulate sick leave at the rate of one (1) day for each month of employment until the Nurse has accumulated a total of ninety (90) days in all.

7.1.2 Waiting Period

- a. A Nurse is not entitled to any paid sick leave during the first ninety (90) days of continuous employment; thereafter credit on the above basis is granted from the first day of employment.
- b. Paid sick leave shall commence with the second day of illness upon the completion of ninety (90) days of continuous employment and with the first day of illness upon the completion of twelve (12) months of continuous employment.

7.2 Section B – Payment of Sick Leave

7.2.1 Sick leave for RNs on an eight hour schedule shall be paid for normal working days, not to exceed five (5) days in anyone (1) week. Sick leave for RNs on a ten hour schedule shall be paid for normal working days not to exceed four (4) days on anyone week. Sick leave for RNs on a twelve hour schedule shall be paid for normal working days not to exceed three (3) days in anyone (1) week. . The number of days for which sick leave is paid by the Employer shall be deducted from the accumulated credit of the Nurse.

7.2.2 Pay for sick leave shall be base rate plus any special service and shift differential to which the Nurse would have been entitled had the Nurse worked the regular schedule on the day or days of illness. Paid sick leave shall be counted as time worked for purposes of computing weekly overtime.

7.3 Section C – Proof of Disability

7.3.1 The Employer may require reasonable proof of physical disability sufficient to justify the Nurse's absence from work for the period claimed.

7.4 Section D – Integration of UCD Benefits

7.4.1 The payment of sick leave shall not effect or limit a Nurse's right to the full weekly disability benefits to which the Nurse may be entitled under the California Unemployment Compensation Act. In cases where a Nurse is eligible to receive disability benefit payments, the Nurse shall receive the full disability benefit payments plus such portion of the Nurse's earned sick leave payor vacation and holiday pay, if elected by the Nurse, that shall aggregate to an amount equal to but not exceeding the Nurse's regular rate of pay. In cases of industrial injury entitling

a Nurse to Workers' Compensation Insurance payments, the same method of integration with sick leave shall apply. Sick leave, vacation and holiday pay subject to integration with UCD or WC shall be paid promptly even if information as to the precise amount of UCD or WC payments is not immediately available.

7.5 Section E – Holiday Occurring During Sick Leave

- 7.5.1 If a Nurse is absent on paid sick leave and a holiday occurs during such absence, the Nurse shall receive the holiday pay and the day shall not be charged against sick leave credits.

7.6 Section F – Sick Leave During Vacation

- 7.6.1 A Nurse becoming injured or sick while on vacation is eligible to utilize unused sick leave provided the Nurse is admitted to a hospital.

7.7 Section G – Sick Leave Account

- 7.7.1 At the Nurse's request the Employer shall provide the Nurse with a written account of sick leave the Nurse has accumulated together with a record of the sick leave used by the Nurse.

7.8 Section H – Appointments

- 7.8.1 Earned sick leave shall be granted to a Nurse where circumstances make it impossible to schedule a doctor or dental appointment during non-working hours. Under such circumstances, the Nurse, insofar as possible, shall endeavor to schedule such appointments at the beginning or towards the end of the Nurse's shift. Sufficient advance notice shall be given by the Nurse. .

7.9 Section I – Use of Sick Leave

- 7.9.1 A Nurse shall be entitled to use up to six (6) sick leave days to care for ill members of the Nurse's immediate family who reside with such Nurse. When sick leave is taken for a Nurse's own disability or to care for such immediate family members, the Nurse shall give notice as soon as possible, but the Nurse shall give such notice no later than the applicable call-in. times, except in cases of unavoidable emergencies. If the Employer believes that disciplinary action may be appropriate concerning a Nurse's use of sick leave, excluding Workers' Compensation and paid disability leaves, the Employer will meet with the Nurse and the Association to discuss the problem as a part of considering whether disciplinary action, if any, is appropriate. Factors that may be considered include the frequency, pattern, number taken, mitigating factors, etc. The appropriateness of disciplinary action taken, if any, shall be subject to the grievance and arbitration provisions of Master Article 15.
- 7.9.2 Paragraph 7.9.1 above shall be in substitution for any Employer policy which bases disciplinary action solely upon the number of occurrences of sick leave utilization.

Disciplinary action, if any, by the, Employer, will be handled as discussed in Paragraph 7.9.1 above.

7.10 Section J – Paid Sick Leave Conversion

- 7.10.1 Nurses with a maximum sick leave accumulation of 720 hours shall, for so long as 720 hour maximum is maintained, be awarded each October 1 any excess sick hours up to 80 hours mpay.
- 7.10.2 A Nurse with ten (10) or more years of continuous service who terminates employment will be paid one hour's pay for each three (3) hours of unused accumulated sick leave, up to one hundred sixty (160) hours pay.
- 7.10.3 Any Nurse with ten (10) years of continuous service who changes status from benefited to per diem/short hour (non benefited) shall be paid one (1) hour's pay for each three (3) hours of unused sick leave, up to one hundred sixty (160) hours pay, effective the date of the change in status.

ARTICLE 8 – VACATIONS

8.1 Section A – Eligibility

- 8.1.1 Each Nurse shall receive two (2) workweeks vacation with pay annually upon completion of twelve (12) months continuous service with the Employer, three (3) workweeks vacation with pay upon completion of two (2) years continuous service with the Employer, four (4) workweeks vacation with pay annually upon completion of five (5) years continuous service with the Employer five (5) workweeks vacation with pay annually upon completion of ten (10) years continuous service with the Employer.

8.2 Section B – Vacation Option

- 8.2.1 Each Regular Nurse may, at the Nurse's option, elect one (1) week of unpaid vacation each Anniversary Year where the Nurse has one (1) or more years of employment as of the date the unpaid vacation commences, and where the Nurse submits the request for unpaid vacation at the same time the Nurse submits his or her preference for paid vacation time in compliance with Section D -Scheduling of Vacations, Selection Procedure.

8.3 Section C – Donation of Vacation and Holidays

- 8.3.1 A Nurse may elect to donate accrued and unused vacation and holiday hours to another Employer employee. Any Nurse exercising this option shall notify the Human Resources Department and follow procedures developed by that department.

8.4 Section D – Scheduling of Vacation

- 8.4.1 Selection Procedure Nurses shall submit their vacation preferences by February 1st of each year and the Employer shall post a schedule of vacations by March 1st of each year.
- 8.4.2 Length of Service If staffing and patient care requirements do not permit all Nurses requesting a certain vacation preference to take their vacations over the same period, length of service in the Employer shall be the determining factor within each unit.
- 8.4.3 Vacation Segments A Nurse may split vacation into two (2) segments provided that no segment shall be less than one (1) week. Notwithstanding the above, at the written request of a Nurse, and by mutual agreement with the Employer, up to one (1) week of vacation may be set aside to be taken in daily segments. The Employer shall provide a copy of such request to the Nurse Representative designated by the Association for such purpose.
- 8.4.4 No Seasonal Ban A request for vacation shall not unreasonably be denied because of the season of the year.

8.4.5 Deferred Vacation It is the intention of the parties to this Agreement that the vacation time to which a Nurse is entitled shall be taken each year. A Nurse may, because of a disability which may necessitate a postponement of the vacation or because of an approved leave of absence, or through mutual written agreement with the Employer, defer earned vacation beyond the year during which the vacation would otherwise be taken. Earned vacation shall not be lost by reason of the provision of this paragraph.

8.4.6 Determination of Concurrent Vacation In order to ensure that Staff Nurses will have optimum opportunity to exercise their vacation benefits, each unit will use the following methodology to determine the number of Nurses who may take vacation at the same time:

- a. By January 15th of each year, Administration will post a listing, by shift, by unit, of each Nurse's annual accrual of vacation (including the unpaid extra week, if requested).
- b. Management in each unit will then total the accrual by shift.
- c. For each forty (40) weeks, or part thereof, of accrued annual vacation on a shift in a given unit, Management shall allow (1) Nurse on that shift to take vacation, except that only one (1) Nurse on each shift will be allowed to take vacation during the first full week that includes December 15 through the first full week that includes January 15. In other words, from zero to 40 weeks, one Nurse will be allowed to take vacation; from 41 to 80 weeks, two Nurses, etc.
- d. It is understood that the Employer will not change a more liberal policy in effect on any unit as of May 31, 1999.

8.5 Section E – Vacation During First Year of Employment.

8.5.1 Nurses within their first year of service may take prorated vacation after completing six (6) months of employment. A Nurse wishing to take such prorated vacation shall: (1) submit a vacation request in accordance with Section D, above, or have the requested vacation time otherwise approved by the Employer, and (2) submit advance authorization for a deduction of prorated vacation pay on the Nurse's final paycheck in the event that the Nurse takes the vacation and terminates without two (2) weeks' notice. .

8.6 Section F – Vacation Pay at Termination

8.6.1 Any regular nurse whose employment terminates shall receive payment for all unused accrued vacation in the nurse's final paycheck.

ARTICLE 9 – HOLIDAYS

9.1 Section A – Recognized Holidays

9.1.1 Regular Holidays The following holidays shall be recognized:

New Year's Day	Labor Day
Martin Luther King, Jr. Birthday	Thanksgiving Day
Presidents Day	Christmas Day
Memorial Day	The Nurse's Birthday
Independence Day	

9.1.2 Floating Holiday Each Nurse with ninety (90) days of employment shall become eligible for one (1) floating holiday per calendar year. Each year the Employer and the Nurse shall agree on the day which shall be taken as the floating holiday. If the Employer and the Nurse do not reach such agreement, the floating holiday is to be added to the Nurse's next vacation.

9.1.3 Birthday Option A Nurse may substitute a day other than Nurse's birthday as a holiday by mutual agreement between the Employer and the Nurse.

9.1.4 Confirmation Upon written request by the Nurse for time off for the floating or birthday holiday(s), the Employer will give written confirmation of approval or disapproval within two (2) weeks of the date of application subject to revision because of unforeseeable operational requirements.

9.1.5 Major Holiday Off

- a. The Employer will use its best efforts to grant each Nurse qualifying for paid holidays at least one (1) of the following two (2) holidays off: Christmas Day, and the following New Year's Day. If a Nurse qualifying for paid holidays is required to work on the above two (2) such holidays, the Nurse will receive double time for all hours worked on New Year's Day [rather than time and one-half (1-1/2)] in addition to the holiday pay to which the Nurse is entitled.
- b. Each Regular Nurse requesting a day off on Christmas Day and/or New Year's Day shall be granted one (1) of these two (2) major holidays off before any such Nurse is granted both major holidays. Furthermore, if more Regular Nurses request Christmas Day off than the Employer can accommodate, such Nurses will be granted the holiday off on the basis of seniority. The request of Nurses denied Christmas Day off one year shall be considered first for the same holiday off the next year, and if all such requests cannot be granted, seniority among such Nurses shall govern. For subsequent years the process will be repeated. This provision will be implemented on a unit-by-unit basis:

- c. In the event that the Christmas and New Year's holidays fall on a weekend, this Major Holiday Off language will be followed for scheduling purposes.
- d. A nurse who has been granted an approved vacation to Section 8.4 shall not be required to work on a major holiday that falls during that vacation because of the provisions of this subsection.

9.1.6 No Deduction in Salary No deduction shall be made from the salary of Nurses for observance of said holidays.

9.2 Section B – Eligibility

9.2.1 A Nurse will not be entitled to a paid holiday until the Nurse has been on the Employer's payroll for thirty (30) calendar days, or in the case of the Nurse's birthday and the floating holiday, after ninety (90) days of continuous employment. Any regular nurse whose employment terminates shall receive payment for all unused holiday pay regardless of length of service.

9.3 Section C – Definition of Holiday Shift

9.3.1 A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.

9.4 Section D – Day Off on Holiday

9.4.1 If a holiday falls on the Nurse's regular day off, the Nurse shall be granted another day off as holiday time. If the holiday falls within the Nurse's vacation, one (1) day shall be added to the Nurse's vacation.

9.5 Section E – Payment for Work on Holidays

9.5.1 Rate of Pay A Nurse working on one (1) of the scheduled holidays shall receive time and one-half (1 ½) for all hours worked on the holiday and the holiday pay, if any, to which the Nurse is entitled. A Nurse who works on a paid holiday may have the option to waive the holiday pay, if any, to which the Nurse is entitled (not the time and one-half (1 ½) for hours worked on the holiday), and instead of holiday pay take compensatory time off without loss of salary at a later date. The date upon which the Nurse takes the compensatory time off shall be set only by mutual agreement between the Nurse and the Employer. If such mutual agreement on a date cannot be reached, the Nurse shall take such compensatory time off without loss of salary at the conclusion of the Nurse's next vacation period or as payment in lieu of time off upon termination from the Employer, whichever comes first.

9.5.2 If a Nurse is required to work on both Christmas Eve and Christmas Day, (December 25 and December 26 for the night) the Nurse shall be paid at time and a half (1-1/2) for all hours worked on both days. If a Nurse is required to work on both New Year's Eve and New Years Day, (December 31 and January 1 for night

shift) then the Nurse shall be paid at time and a half (1-1/2) for all hours worked on both days. This language will apply when the Nurse is asked by the Employer within forty-eight (48) hours before the start of the effected shift to fill a staffing need. This language shall not apply when the Nurse offers or requests to fill a staffing need.

9.6 Section F – Rotation of Holiday Time

9.6.1 The Employer shall use its best efforts to rotate equitably holiday time off among Regular Nurses for each unit. This provision shall not affect Section A, Paragraph 9.1.5 above guaranteeing each Regular Nurse at least one (1) of the two (2) major holidays off (Christmas, New Year's), and providing for the rotation of Christmas and New Year's among Regular Nurses.

9.7 Section G – Holiday Occurring During Sick Leave

(See ARTICLE 7, Section E.)

9.8 Section H – Standby Pay on Holiday

(See ARTICLE 4, Section E.)

ARTICLE 10 – GROUP HEALTH, DENTAL, DRUG AND VISION PLAN

10.1 Section A – Coverage During Disability

- 10.1.1 The Employer will continue coverage of a Nurse disabled for work by a job connected injury or illness as determined by the Workers' Compensation Appeals Board during such disability up to a maximum of twelve (12) months.

10.2 Section B – Retiree Health Benefit Coverage

- 10.2.1 A Nurse who retires on or after age fifty-five (55) shall be entitled to continued Nurse only health insurance under the Seton Plan at the then existing COBRA rate for current Nurses until age sixty-five (65) or until the Nurse is eligible for Medicare, whichever . is sooner, according to the following formula:

1. If the Nurse has ten (10) or more years of benefitted service but less than fifteen (15) years of benefitted service, the Nurse shall pay 100% of the COBRA rate.
2. If the Nurse has fifteen (15) or more years of benefitted service but less than twenty (20) years of benefitted service, the Nurse shall pay 75% (seventy-five percent) of the COBRA rate.
3. If the Nurse has twenty (20) more years of benefitted service but less than twenty five (25) years of benefitted service, the Nurse shall pay 50% (fifty percent) of the COBRA rate.
4. If the Nurse has twenty-five (25) or more years of benefitted service, the Nurse shall pay 25% (twenty-five percent) of the COBRA rate. .

- 10.2.2 A Nurse who elects coverage beyond COBRA statutory coverage must make her/his election in writing within thirty (30) days of retirement, and failure to make such an election waives any right to continued health insurance with the exception of such COBRA coverage as is required by law.

- 10.2.3 A nurse who elects coverage but does not maintain coverage by making regular, timely payments will lose coverage and such coverage will cease and may not be revived if the Nurse fails to comply with this action.

- 10.2.4 In order to qualify for this benefit, the Nurse must have at least five (5) years of continuous benefitted service on the date of retirement and, other than that period, whole years of benefitted service may be aggregated so long as the Nurse was continuously employed by the Employer. Continuous employment shall be as defined in the Agreement, or if not so defined, then by the Employer's policy.

10.3 Section G – Health Insurance Advocate

- 10.3.1 The Employer will designate a benefits assistant in the Human Resources Department as the Health Insurance Advocate of the Employer to handle insurance inquiries and problems arising from claims disputes.
- 10.3.2 A committee composed of two (2) representatives appointed by the Employer and two (2) representatives appointed by CNA can be convened by either party to discuss problems as they arise.

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ARTICLE 11 – GROUP LIFE INSURANCE

- 11.1** The Employer will provide each Regular Nurse with a \$50,000 Group Life Insurance and \$50,000 Accidental Death and Dismemberment coverage and the cost of such coverage shall be paid by the Employer. Regular Nurses may also purchase additional life insurance as well as dependent life insurance coverage for spouses and children at group rates which premiums shall be fully paid for by the Regular Nurse.
- 11.2** Such coverage shall become effective the first day of the month following completion of ninety (90) days of continuous employment.

ARTICLE 12 – LONG-TERM DISABILITY INSURANCE

12.1 The Employer will provide a long-term disability insurance plan to Regular Nurses with one (1) year of continuous Regular service. The program will provide:

- a. Fifty percent (50%) of basic monthly salary up to a maximum of twenty-one thousand dollars (\$21,000) per month.
- b. One hundred eighty (180) day waiting period.
- c. Duration of benefits as follows:
 1. The date the Nurse ceases to be disabled; or
 2. Whichever of the following dates is applicable:

Age When Disability Began

Date Monthly Benefits Cease

Age 62 or under

The later of: (a) your 65th birthday; or (b) the date the 42nd monthly benefit is payable;

Age 63

The date the 36th monthly benefit is payable;

Age 64

The date the 30th monthly benefit is payable;

Age 65

The date the 24th monthly benefit is payable;

Age 66

The date the 21st monthly benefit is payable;

Age 67

The date the 18th monthly benefit is payable;

Age 68

The date the 15th monthly benefit is payable;

Age 69 or over

The date the 12th monthly benefit is payable,

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ARTICLE 13 – DEPENDENT CARE SALARY REDUCTION PLAN

A dependent care salary reduction plan shall be made available, consistent with federal and state . requirements for such programs. This plan was implemented in 1989.

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ARTICLE 14 – BENEFITS FOR NURSES WORKING LESS THAN FULL-TIME

14.1 Section A – Regular Part-Time

- 14.1.1 Benefits Each Part-Time Nurse employed on a regular schedule of twenty (20) hours per week or more shall be paid the same rates of compensation and shall have applicable other terms and conditions as set forth in ARTICLE 4, A (Salaries); ARTICLE 4, B (Credit for Previous Experience); ARTICLE 4, C (Tenure Increases); ARTICLE 4, D (Differentials); ARTICLE 4, E (Standby and .Call-Back Pay); ARTICLE 4, F (Charge Pay/Relief in Higher Classification); ARTICLE 4, G (Preceptor Differential); and ARTICLE 16 (Educational Leave), for Full-Time Staff Nurses in the same ratio that the Nurse's regular schedule bears to a full-time schedule.
- 14.1.2 Sick Leave Each Regular Part-Time Nurse will accumulate sick leave in the same ratio that the Nurse's schedule bears to a full-time schedule. If the Nurse is away from work during the regular schedule by reason of illness, the Nurse will receive sick leave pay (to the extent of the Nurse's then accumulated sick leave credit) for the days absent from work during the Nurse's regular schedule, but not otherwise.
- 14.1.3 Vacation and Holiday Pay Each Regular Part-Time Nurse shall receive vacation pay (ARTICLE 8), and holiday pay (ARTICLE 9) in the same ratio that the Nurse's regular schedule bears to a full-time schedule.

14.2 Section B – Short-Hour/Per Diem

- 14.2.1 Short-Hour/Per Diem Nurses are ineligible for all fringe benefits such as, but not necessarily limited to, the following: holidays and pay for holidays, group life insurance, hospital-medical-surgical-dental insurance, or accumulative benefits such as vacation pay, paid sick leave, and credited service towards pension benefits. As exceptions to the above statement, Short-Hour Per Diem Nurses are entitled to the following benefits:

one and one-half (1 ½) times their regular hourly pay for all hours worked on a recognized holiday under this Agreement;

shift differentials (ARTICLE 4, D);

coverage under the Health, Drug and Vision Plan consistent with ARTICLE 10;

participation in the Retirement Plan under Master ARTICLE 21;...

The daily rates for Short-Hour/Per Diem Nurses have been computed to allow for the value of fringe benefits.

ARTICLE 15 – LEAVES OF ABSENCE

15.1 Section A – Request Procedure

- 15.1.1 Requests for leaves of absence shall be in writing and must be authorized by the Employer in writing, except in emergency; but such leave of absence must be confirmed in writing within a reasonable time after the emergency. Requests for a leave of absence may include, but need not be limited to, requests for pregnancy disability leave, parental leave, medical disability leave, workers' compensation disability leave, family and medical leave under FMLA/CFRA, and personal leave.

15.2 Section B – Extension

- 15.2.1 Leaves of absence may be extended only by agreement between Nurse and the Employer.

15.3 Section C – Seniority Rights

- 15.3.1 Seniority accrual shall continue while a Nurse is on an approved paid/unpaid leave of absence.

15.4 Section D – Return to Work

- 15.4.1 Leaves of Absence of Six (6) Months or Less When a Nurse returns to duty in compliance with an authorized leave of absence of six (6) months or less, such Nurse shall be reinstated in the same classification, position, shift, unit, and scheduled hours in which the Nurse was employed before her/his absence. However, if conditions in the Employer have so changed that it would not be feasible to reinstate the Nurse in such a manner, then the Employer will reinstate the Nurse to as nearly comparable a position and shift as is reasonable under the circumstances, and such Nurse will be given first opportunity to return to her/his original position and unit.
- 15.4.2 Leaves of Absence of More than Six (6) Months When a Nurse returns to duty in compliance with an authorized leave of absence of more than six (6) months, she/he will be offered:
- a. Her/his choice of any available position for which she/he is qualified; or
 - b. Per Diem status in her/his original unit and shift; or
 - c. Lay off with recall rights to the same unit/shift status she/he held before the leave.

15.5 Section E – Health Insurance

- 15.5.1 The Employer shall continue the coverage of health care benefits at no cost to the Nurse so long as the Nurse is on a paid status (whether or not integrated with SDI

or Workers' Compensation); however a Nurse who is on unpaid status for more than thirty (30) days will be responsible for paying the cost of health benefits (COBRA -the monthly group health premium rate plus 2% administrative fee) for each month that she/he is on an unpaid status, except as provided in Section K, Family and Medical Leave. The Employer will continue coverage of a Nurse disabled from working as a result of a work-related injury or illness during such disability up to a maximum of twelve (12) months.

15.6 Section F – Accrual of Benefits

- 15.6.1 An authorized leave of absence will not affect previously accrued benefits. Benefits will continue to accrue during any period in which the Nurse utilizes vacation, holiday, and/or sick time.

15.7 Section G – Pregnancy Disability Leave

- 15.7.1 Eligibility Regardless of length of service, all Nurses disabled due to pregnancy shall be eligible for a leave of absence for pregnancy disability for the duration of the disability up to a maximum of six (6) months. A medical certification must accompany the written request within fifteen (15) days, and as medically determinable, the Nurse must request the leave of absence at least thirty (30) days prior to the date the leave is to begin.
- 15.7.2 Use of Accrued Benefits Use of accrued sick time is required during a pregnancy disability leave, and will be integrated with any applicable State Disability Insurance benefits. Once the Nurse's accrued sick time is exhausted, the Nurse at her option, may use accrued vacation and/or holiday time.

15.8 Section H – Medical Disability Leave

- 15.8.1 A medical disability leave is defined as a leave of more than four (4) work weeks for any serious medical condition that renders the Nurse unable to work.
- 15.8.2 Eligibility After the first six (6) months of employment, all Regular Nurses shall be eligible for a medical leave of absence for a period not to exceed three (3) months. Regular Nurses with at least one (1) year of continuous service with the Employer shall be granted up to six (6) months. This leave may be extended up to an additional six (6) months if the treating physician certifies that, in her/his medical judgment, the Nurse will be able to resume the essential functions of her/his job by the end of the extension.
- 15.8.3 Use of Accrued Benefits Use of accrued sick time is required during a medical disability leave, and will be integrated with any applicable State Disability Insurance benefits. Once the Nurse's accrued sick time is exhausted, the Nurse, at her/his option, may use accrued vacation and/or holiday time.

15.9 Section I – Parental Leave

- 15.9.1 Regardless of length of service, a leave of absence for up to six (6) months shall be granted to Regular Nurses for the care of a newborn child, including a spouse's or legally domiciled adult's newborn child, or for the legal adoption of a child. This leave may be extended for the birth mother up to an additional six (6) months upon mutual agreement between the Employer and the Nurse. Once per calendar year a leave of absence for up to thirty (30) days shall be granted to Regular Nurses for the placement of a foster child into the Nurse's home. Parental leave shall not commence until after the child is born or, in the case of an adoption or foster child, until the child joins the family.
- 15.9.2 Use of Accrued Benefits The Nurse taking an authorized parental leave of absence must use vacation and/or holiday time until exhausted. Thereafter, the Nurse's leave will continue as unpaid.

15.10 Section J – Workers' Compensation Leave

- 15.10.1 A leave of absence shall be granted to a Nurse who is temporarily disabled as a result of a work-related injury or illness. Medical certification of disability shall be provided in accordance with the State laws governing workers' compensation. A Nurse's leave will be terminated if and when it is medically determined that the Nurse cannot return to duty or perform the essential functions of her/his job. The Employer will make reasonable attempts to accommodate requests for Nurses who have been cleared to perform all essential job functions but need to return to temporarily reduced days per week for a temporary period of time. In those departments/units where reduced hours per day may be feasible, consideration shall be given and not be unreasonably denied. The temporary reduction(s) shall not exceed thirty (30) calendar days. This is separate from the Modified (Transitional) Duty Program.
- 15.10.2 Use of Accrued Benefits Sick time will be integrated with Workers' Compensation benefits. However, once the Nurse has exhausted her/his sick time; the Nurse may opt to begin integration of accrued vacation and/or holiday time.

15.11 Section K – Family and Medical Leave

- 15.11.1 Eligibility Nurses employed by the Employer for one (1) year or more and who have worked at least one thousand two hundred fifty (1250) hours in the preceding twelve (12) months may request a family medical care leave of absence. Eligible Nurses may take up to twelve (12) weeks of leave during a twelve (12) month period. For purposes of this leave, a twelve (12) month period is measured forward from the first date this leave is used.
- 15.11.2 Family medical leaves will be granted for the care of a parent, child, spouse, legally domiciled adult with a serious medical condition or the Nurse's own illness. Medical certification of the need for the Nurse's participation in caring for the family member may be required by the Employer.

- 15.11.3 Use of Accrued Benefits A maximum of fifty percent (50%) of accrued vacation and/or holiday time must be used during a period of family medical care leave. If the Nurse has reached the above maximum, it will be at the Nurse's option whether or not to continue exhausting accrued vacation/holiday time. The Nurse may also use six (6) days of paid sick time per ARTICLE 7, Section I.
- 15.11.4 Health Insurance Coverage A Nurse on a Family and Medical Leave, per federally mandated guidelines, will be entitled to continued Health Plan coverage at the Employer's expense.

15.12 Section L – Personal/Professional Leave

- 15.12.1 Personal Leave A Regular Nurse .with one (1) or more years continuous service may request an unpaid personal leave for a period not to exceed thirty (30) consecutive days. Personal Leaves will not be denied unreasonably; however, staffing and urgency of the leave will be the governing factors in granting such a leave. Where possible, requests for such leaves shall be submitted in writing at least four (4) weeks prior to the requested start of the leave. The Nurse, at her/his option, may utilize accrued vacation and/or holiday time.
- 15.12.2 Professional Leave. Nurses may request unpaid leaves of absence not to exceed thirty (30) days for professional activities such as, but not necessarily limited to, educational workshops, seminars, continuing education courses, and participation in bona fide activities of the Association. The Employer will grant such leaves except on those occasions when such leaves would seriously affect staffing requirements. The Nurse, at his/her option may utilize accrued vacation, holiday time or paid educational leave, if applicable. .

15.13 Section M – No Seasonal Ban

- 15.13.1 A leave of absence request shall not be unreasonably denied because of the season of the year.

15.14 Section N – Union/Association Leave

- 15.14.1 Association Leave shall be requested by the Nurse and the Association at least thirty (30) calendar days in advance in writing. An RN will provide at least thirty (30) calendar days advance written notice for any such leave; shorter notice can be agreed to by the parties. One bargaining unit nurse, per 200 bargaining unit members shall be granted a leave not to exceed twelve (12) months but in no event to exceed three (3) bargaining unit members at anyone time. Nurses on such leave of absence cannot be on the same shift on the same unit unless mutually agreed to by the parties. During the leave the nurses shall be in an unpaid status (i.e. no vacation, holiday or sick leave accrual); however the nurse may maintain health coverage by paying the cost of health benefits (cobra) as well as vision, dental and prescription on the monthly premium rates plus 2% administrative fee.

15.15 Section O – Notification of Return from Leave of Absence

- 15.15.1 At least forty-five (45) calendar days prior to the completion of the stated terms of the leave of absence, the Association shall notify the employer of the Nurse's intent to return to the work and the Nurse shall likewise so advise the employer. Upon return, the Nurse shall be returned to the same or similar position, without loss of pay or scheduled hours or seniority, from which the nurse took the leave of absence, consistent with staffing reductions and/or layoffs which may have occurred during the period of the leave of absence without pay.

ARTICLE 16 – EDUCATIONAL LEAVE

16.1 Section A – Eligibility Criteria

16.1.1 Scope A Nurse shall be entitled to six (6) days (48 hours) leave with pay each calendar year to attend courses, institutes, workshops, or classes of an educational nature, provided:

- a. The Nurse applies in advance in writing specifying the course, institute, workshop, or class the Nurse wishes to attend;
- b. The Nurse obtains permission from the Manager to attend;
- c. Such leave shall not interfere with staffing.

16.1.2 No Unreasonable Denial Permission for such educational leave will not be unreasonably denied. If a Nurse requests educational leave and does not receive it in a particular year for which the Nurse is qualified, the Nurse may accumulate it for the following calendar year.

16.1.3 Waiting Period To be eligible for the full six (6) days (48 hours) of educational leave during the first year of employment, a Nurse must be hired prior to July 1 of a calendar year. A Nurse who is hired after July 1 of a calendar year will be provided three (3) days (24 hours) of educational leave for that calendar year.

16.2 Section B – Guidelines

16.2.1 The following shall serve as guidelines for the programs covered by paid educational leave:

- a. Formally organized courses in nursing;
- b. Formally organized courses in related subjects leading to a degree in nursing;
- c. Formally organized seminars and symposia dealing with the contemporary practices of nursing;
- d. Formally organized specialized courses relating to nursing practice;
- e. Formally organized clinical nursing seminars and institutes such as Maternity and Child Health and Medical-Surgical;
- f. Formally organized programs for health professionals open to Registered Nurses and which deal with issues involving patient care;
- g. Formally organized specialized programs not directly involving nursing but primarily related to patients' health and welfare (e.g., Child Development, Counseling, Home Care, Community Health).

- h. The various areas covered above shall include those sponsored by the Employer, educational institutions, government agencies or professional associations.
- i. It is agreed that the above set forth activities shall be related to nursing practices within the Employer.
- j. The Nurse may be requested by management to make a report on such activity in writing to the Manager.

16.3 Section C – Method of Payment

- 16.3.1 Nurses are eligible to receive educational leave pay for programs attended on a scheduled day off if the educational program otherwise meets the requirements of this Section, including but not limited to its advance approval requirements. If the program has a duration of four (4) or less educational hours, the Nurse shall receive four (4) hours educational leave pay, and if the program has a duration of more than four (4) educational hours, the Nurse shall receive eight (8) hours educational leave pay. .
- 16.3.2 If the educational program occurs on a day the Nurse is scheduled to work, the following principles shall govern:
 - a. Nurses who work an eight (8) hour shift schedule who take educational programs that have a duration of four (4) or more hours within or without a shift in whole or in part shall be excused from his/her shift and receive eight (8) hours educational leave pay for such day. Nurses who work a ten (10) hour shift schedule who take educational programs that have a duration of five (5) or more hours within or without a shift in whole or in part shall be excused from his/her shift and receive ten (10) hours educational leave pay for such day. Nurses who work a twelve (12) hour shift schedule who take educational programs that have a duration of six (6) or more hours within or without a shift in whole or in part shall be excused from his/her shift and receive twelve (12) hours educational leave pay for such day.
 - b. If the educational program has a duration of less than four (4) hours and falls within the Nurse's shift in whole or in part, the Nurse will be paid for hours spent at the educational program and will work the balance of his/her shift or, at the option of the Employer, the Nurse can be excused from his/her entire shift and be paid eight (8) hours educational leave pay, or up to a maximum of the Nurse's regular schedule if less than eight (8) hours. The Employer shall notify the Nurse of the option it elects at the time it approves the leave request. In no case shall the combination of paid work time and paid educational leave exceed eight (8) hours per day, or the Nurse's regular schedule if less than eight (8) hours.
 - c. If the educational program has a duration of less than four (4) hours and falls entirely outside the Nurse's shift, the Nurse shall not receive educational

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leave pay. In view of the fact that Nurses assigned to the night shift of operations seldom, if ever, have educational programs available during their normal hours of work, an exception to this subsection will be as follows:

16.3.3 A night shift Nurse who attends educational programs which would otherwise qualify under the educational leave and pay provisions but fall entirely outside of the Nurse's night shift may accumulate such educational leave time until he/she has accumulated the equivalent of it full shift. At that time, equivalent paid time off at the mutual convenience of the Employer and the Nurse will be arranged; and

1. If the approved educational program is four (4) hours or more in duration, the Employer will excuse the Nurse from the night shift either immediately preceding or immediately following the program. The night shift from which the Nurse shall be excused shall be determined by the Employer, and the deduction from accrued educational leave shall be equal to the Nurse's normally scheduled shift.

16.4 Section D – Leave at Request of Employer

16.4.1 If the Employer wishes the Nurse to engage in an outside educational program, the Employer and the Nurse may mutually agree that this is charged against the Nurse's educational leave. If the Nurse declines to engage in such educational program, the Employer has the option to withdraw its request or to require the Nurse to engage in such program, in which event it is not charged against the Nurse's educational leave. It is understood that an individual Nurse shall have a choice in the selection of the types of educational programs in which the Nurse shall participate.

16.5 Section E – Educational Leave Confirmation

16.5.1 The Employer will give written confirmation of approval or disapproval within two (2) weeks of receipt of the Nurse's written application for educational leave.

16.6 Section F – Home Study

16.6.1 As an alternative, and in lieu of time off with pay to attend courses, institutes, workshops, or classes, Nurses eligible for educational leave may use all educational leave days for home study courses approved for continuing education credit by the Board of Registered Nursing, prorated in the case of Regular Part-Time Nurses. Requests for pay for home study shall be handled in the same manner as requests for educational leave with pay, and payment shall be made based upon the educational hours involved in the same manner as payment for educational leave, except that the payment will be made upon submission by the Nurse of the certificate of completion and credit to his/her Manager, which certificate shall be submitted within sixty (60) days after the Nurse's request is approved.

16.7 Section G – Additional Compensation

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- 16.7.1 Each Staff Nurse III and Staff Nurse IV will be eligible for four (4) paid days per year to work on a mutually agreed upon project and/or additional educational leave. Project days shall be mutually agreed upon by the Employer and the Nurse. Educational leave shall be subject to the provisions of this ARTICLE. The paid project/educational leave days will be prorated for Regular Part-Time Nurses in accordance with ARTICLE 14.

16.8 Section H – Certification Tuition Reimbursement

A. Certification Reimbursement

During the life of the current Agreement, the Employer agrees to reimburse a Regular Full-Time or Regular Part-Time Nurse covered by this Agreement for certification costs up to a maximum of seven hundred fifty dollars (\$750.00) per calendar year, for obtaining and/or maintaining any nationally recognized certification, even though not required by the Employer, provided the Nurse meets and complies with the provisions of that policy and provided further that the certification directly relates to the Nurse's then current position and practice at the Employer.

B. Tuition Reimbursement

During the life of the current Agreement, the Employer agrees to reimburse a Regular Full-Time or Regular Part-Time Nurse covered by this Agreement for tuition costs up to a maximum of one thousand dollars (\$1,000.00) per fiscal year, for taking and completing educational courses, even though not required by the Employer, provided the Nurse meets and complies with the provisions of the Employer's tuition reimbursement policy. Tuition reimbursement is pro-rated in accordance with the Nurse's regularly scheduled hours.

- 16.9** Nurses shall not be charged tuition or course fees for any class provided by the Employer. The Employer shall have the option of charging for courses provided at the Employer by third party vendors.

ARTICLE 17 – BEREAVEMENT LEAVE

- 17.1** When a death occurs in the immediate family of a benefited Registered Nurse, the Nurse shall be entitled to a leave of absence of up to forty (40) hours with pay within seven (7) days of the death. A Registered Nurse working a regularly scheduled three (3) day twelve (12) hours per day workweek shall be paid up to thirty six (36) hours for such leave, at the applicable formula rate. Immediate family is defined as spouse, legally domiciled adult, sister, brother, daughter, son, mother, father, current mother-in-law, current father-in-law, current daughter-in-law, current son-in-law, parent or child of a legally domiciled adult, stepchildren, grandchildren and the Nurse's own grandparents. If a Nurse is required to travel to a funeral or memorial service occurring more than two hundred (200) miles from the Employer, upon request, the Nurse shall be granted an additional two (2) days of unpaid leave. The nurse may elect to use accrued vacation or accrued holiday pay for the additional two (2) days of leave. A Part Time Nurse shall receive bereavement leave pay in the same ratio that the Nurse's regular schedule bears to a full time schedule. Shift differentials shall not be included in the payment of bereavement pay.

ARTICLE 18 – PAY FOR JURY DUTY

18.1 Section A – Compensation

- 18.1.1 A Nurse called for jury duty on a scheduled workday will receive the difference between jury duty pay and normal straight-time earnings. As a condition to jury pay, the Nurse must notify the Employer as soon as is reasonable after receiving notice to report (normally within twenty-four (24) hours), and must produce a receipt from the Jury Commissioner showing the time called and the time released from jury duty, if such receipts are provided. Shift differentials shall not be included in the payment of jury duty pay.

18.2 Section B – Reporting to Duty

- 18.2.1 A.M.s and P.M.s If a Nurse is excused before the end of his or her shift, the Nurse shall immediately advise the Employer by telephone. In such a case, a Nurse will not be required to report back to work if the Nurse has served eight (8) or more hours on jury duty. If a Nurse has served less than eight (8) hours on jury duty, the Nurse may be required to report back to work, but the combination of hours worked and hours spent on jury duty shall not exceed eight (8), unless the Nurse agrees otherwise. No Nurse will be required to report to work on other than the Nurse's previously scheduled shift. In the case of the P.M. shift, the Nurse shall work the difference in hours as close to the commencement of the shift as is practical.
- 18.2.2 Nights Night shift Nurses shall be excused from work, at the Employer's option, on either the night immediately preceding or the night immediately following service on jury duty.
- 18.2.3 Weekend Off In the event that a combination of service on jury duty and hours worked in the Employer exceed the normal forty (40) hour workweek, the Employer will grant a Regular Nurse the weekend off, if such Nurse is scheduled to work the weekend, unless such nurse chooses to work the weekend. .

18.3 Section C – Telephone Standby

- 18.3.1 RNs who are placed on telephone standby by the Jury Commissioner are required to work if scheduled to do so. The Department Manager will waive this requirement where the nature of the work; and the availability of personnel will not permit the RN to leave the unit on short notice.

ARTICLE 19 – WITNESS PAY

An RN who is subpoenaed to appear as a witness in any form of judicial proceeding arising out of the RN's employment with the Employer and in which the RN is not a party plaintiff, shall receive his/her standard rate of pay for the time spent at the judicial proceeding, including traveling to and from the proceeding. A Proof of Duty statement issued by the court or a writing evidencing attendance shall be submitted to the RN's manager if such statements are provided.

If the RN uses a vehicle for which s/he is responsible, the Employer will appropriately reimburse the RN for the round trip mileage between his/her travel work site and the place of appearance at the rate permitted by the Internal Revenue Service.

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ARTICLE 20 – SOCIAL SECURITY PROGRAM

The Employer shall continue to participate in the Federal Insurance Contribution Act tax (FICA).

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ARTICLE 21 – CALIFORNIA UNEMPLOYMENT AND DISABILITY INSURANCE

All Nurses shall be covered by the California Unemployment Insurance Act, with the premiums for such coverage to be paid by the Employer. In addition, all Nurses shall be covered by the California Unemployment Compensation Disability Benefits or its equivalent with the premiums for such coverage to be paid by the Nurses.

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ARTICLE 22 – SPECIAL ARRANGEMENTS

It is understood that the provisions of this Agreement relating to salaries, hours and conditions of work are intended to establish minimum terms for the employment of Nurses subject to this Agreement; and that this Agreement is not intended to preclude or discourage the employment of Nurses under terms more favorable to them; and that accordingly, if any Nurses are employed under terms more favorable to them, this is to be a matter of individual arrangement between the Employer and such individual Nurses and any such arrangements.

ARTICLE 23 – TERMINATION NOTICE

The Employer will give fourteen (14) calendar days' notice or ten (10) days pay (except in the case of termination for cause) after a Nurse has been employed six (6) months. Reciprocally, after six (6) months employment, a Nurse shall give fourteen (14) calendar days' notice of intended resignation.

ARTICLE 24 – RESOURCE NURSE

The Employer shall establish Resource Nurse positions to provide assistance where needed in nursing areas throughout her/his shift. Resource Nurses shall be expected to assist in patient care as assigned by the Director of Patient Care Service/designee and shall perform only work they are competent to perform. Resource Nurses will not routinely be given a patient assignment and will not be counted in the acuity staffing matrices. If a Resource Nurse is given a patient care assignment, the Employer shall continue to attempt to bring in other Nurses to staff those patients in order to release the Resource Nurse to her/his regular duties. At least two Resource Nurse positions shall be allocated to the Employer to provide coverage 7 days/week on either evening and/or night shift as determined by the Employer.

ARTICLE 25 – EDUCATION PROGRAMS

25.1 Section A – In-Service Programs and Continuing Education Programs

- 25.1.1 There shall be In-Service and Continuing Education Programs for Nurses at the Employer, the contents of which shall be determined by the Employer.
- 25.1.2 The In-Service and Continuing Education Programs are pertinent subjects for discussion between the PPC and the Employer. The Employer will use its best efforts to see that the In-Service and Continuing Education sessions are available monthly to all Nurses on all shifts. In the event that such best efforts are unsuccessful, the Employer will meet with the Association for the purpose of working out a mutually acceptable solution.

25.2 Section B – Mandatory Certification and Classes

- 25.2.1 The Employer's financial obligations to Regular Nurses for mandatory certifications and re-certification, and mandatory classes, shall be as follows:

- a. Payment for Mandatory Certifications/Re-certification
1. A re-certification (e.g., ACLS, MICN, etc.) is "mandatory" when the Employer requires that the Nurse have the re-certification as a condition of employment for retaining the current position. A "position" means the Nurse's regularly assigned position.
 2. Nurses in positions requiring mandatory re-certification will be paid for the tuition required to obtain the mandatory re-certification.
 3. If a new mandatory certification requirement is imposed for existing positions, then for Nurses already in those positions, the Employer will pay for the tuition required to obtain the initial certification as well as the tuition required to obtain mandatory re-certification while still in that position.
- b. Payment for Mandatory Classes If a Nurse is required by the Employer to a particular educational or training program, session, or class at the Employer, the Nurse shall be paid at his/her straight-time rate, plus the shift differential that the Nurse would have received had he/she worked his/her regular shift for which the class was substituted. Such time shall not be charged against a Nurse's educational leave.
- c. Reimbursement For Paragraphs 25.2.1.a. and b. above, the Employer will reimburse the Nurse upon documentation of satisfactory completion of the program or class.

- d. Replacement Managers shall schedule Nurses for mandatory classes and shall have the responsibility for replacing Nurses who attend such scheduled classes.

25.2.2 Short Hour/Per Diem Nurses shall be eligible for paid tuition for re-certification if the Employer has placed the Nurse on a list for assignment to an area which requires certification for such Short Hour/Per Diem Nurses. Payment for tuition shall be made in accordance with Paragraph 25.2.1.c. above. In addition, Short Hour/Per Diem Nurses will be paid for mandatory classes as described in Paragraph 25.2.1.b., and shall be paid at his/her straight-time rate, plus any shift differential applicable to the shift on which the class is held.

25.3 Section C – New Procedures

- 25.3.1 The Employer will use its best efforts to provide adequate in-service and/or training on new procedures and technology in advance of the utilization of such procedures or technology.
- 25.3.2 Nurses have the responsibility to cooperate with the Employer when such in services and training occur.

25.4 Section D – Review Day

- 25.4.1 Each Regular Nurse will be scheduled to attend an annual Review Day. Review Day will consist of mandatory requirements such as safety, infection control, wound care, etc. Because CPR certification is only required every two years, those Nurses needing CPR certification will attend CPR certification during Review Day. For those Nurses who do not need CPR certification, they will view the CPR video only, and attend education regarding specific issues identified through the quality improvement process or by any other mechanism. This additional education may vary from year to year depending on the identified needs of the Employer. The Employer shall pay each Nurse his/her straight-time hourly rate for attendance at Review Day and attendance shall be mandatory. Continuing Education Contact Hours will be provided upon successful completion of Review Day and post test(s).

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ARTICLE 26 – CONSCIENTIOUS OBJECTION (THERAPEUTIC ABORTIONS)

If the Employer permits therapeutic abortion procedures it shall establish a written policy recognizing the fact that a Nurse may object to participation in such procedure. Such a policy, where applicable, shall be uniform and shall be executed at the same time as this Agreement. With respect to any dispute arising under such policy, the grievance procedure of this Agreement will apply.

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ARTICLE 27 – REGISTERED NURSE VACANCIES AND REPLACEMENTS

27.1 Section A – Nurse Vacancies Not Filled

27.1.1 If a Registered Nurse position under this Agreement becomes permanently vacant and is not filled, the Association may request discussion of the vacancy with the Employer. If the parties cannot agree, the issue shall be submitted to the grievance procedure. If the issue goes to an arbitrator, he or she shall not have jurisdiction to order the vacancy filled if the vacancy has been caused by a curtailment at the Employer which affects nursing service. Nor shall the arbitrator have jurisdiction to order the vacancy filled unless other causes advanced by the Employer prove to be unjustifiable.

27.2 Section B – RN Vacancies filled by Non-RN

27.2.1 If a Registered Nurse under this Agreement is permanently replaced by other personnel, the grievance procedure shall be applicable only if the resulting total nursing duties and responsibilities assigned by the Employer to the remaining Registered Nurses is unreasonable.

27.3 Section C – Regular and Short Hour/Per Diem Positions

27.3.1 The Employer maintains the right to determine the number of Regular positions which will be budgeted each fiscal year, based on projected census levels. However, the Employer agrees that the use of Short Hour/Per Diem Nurses will not be used to circumvent the concept of Regular employment.

27.4 Section D – Coverage of the Contract

27.4.1 Nothing contained herein shall supersede the definition of the collective bargaining unit contained in ARTICLES 1 and 2 of the Agreement.

ARTICLE 28 – SENIORITY, REDUCTION IN FORCE, RECALL, SEVERANCE

28.1 Section A – Temporary Reduction in Force

28.1.1 Definition of Terms For the purpose of this Section, the following terms shall have the meanings ascribed:

- a. “Temporary Reduction in Force” shall mean the cancellation of one (1) or more Regular Registered Nurses on the same shift within a cluster for a period not to exceed thirty (30) calendar days.
- b. “Seniority” shall have the meaning in Section A.
- c. “Cluster” shall have the meaning as contained in Appendix C Floating Policy Guidelines.
- d. “Designated Unit” shall mean that a Regular Float Pool Registered Nurse will be considered assigned to his/her unit and may exercise seniority only on that unit. If a unit is temporarily closed, the Float Pool Registered Nurse will be assigned to another designated unit for as long as the original designated unit is closed.

28.1.2 The Employer shall determine the designated unit for each Regular Float Pool Nurse according to competency and frequency of assignment and shall compile a list containing that information. A copy of the list shall be sent to the PPC. The Employer shall annually review Float Pool assignments and, where necessary, re-designate such Nurses.

28.1.3 For purposes of exercising their seniority during temporary reductions, the Nurses whose unit is temporarily closed shall be reassigned or designated to a unit within their cluster, unless the Nurse opts to go outside his/her cluster and is competent to do so. In any temporary reduction, at least fifty percent (50%) of a unit’s core Nurse staff, prior to any such assignment, shall be retained. Core staff includes Regular Nurses, Regular Float Pool Nurses designed to that unit, and Regular Nurses whose unit is temporarily closed who are assigned or designated to the unit. Core staff does not include Per Diem, Short-Hour, or Temporary staff.

The Procedure: The Employer shall reduce staffing in the cluster, including designated Float Pool Nurses, by shift. In the event that there is still a need to reduce, Nurses will be canceled by unit, provided that the competency of the affected Nurses is equal. Float Pool Nurses shall be incorporated into their designated units for purposes of determining seniority for cancellations. The Employer may deviate from the order set forth below when patient care considerations require that a particular Nurse or Nurses with special skills and/or qualifications be retained. Subject to these provisions within each grouping, Nurses will be laid off by reverse seniority. Nurses shall be reduced in the following order:

1. Registry Nurses

2. Nurses working overtime
3. Volunteers*
4. Traveling/Flying Nurses
5. Per Diems who are not prescheduled
6. Short-Hour Nurses who are not pre-scheduled
7. Regular Nurses working extra shifts who are not prescheduled
8. Per Diem Nurses who are prescheduled
9. Short-Hour Nurses who are prescheduled for an extra shift
10. Regular Nurses who are prescheduled for an extra shift
11. Short-Hour Nurses who are prescheduled
12. Regular Nurses

*Nurses on individual units may elect to do temporary layoffs on a voluntary rotation system. The Staffing Office must be notified if such a system is in place.

28.1.4 Notwithstanding the current cancellation language in the contract:

- a. Where RN coverage for meal and break relief is required, one RN subject to cancellation per shift shall, at his or her option, by seniority, be allowed to take a break relief assignment, so long as the RN has appropriate competencies.
- b. When registry or traveler RNs are performing nursing duties, and an RN is slated for cancellation, RNs subject to cancellation shall, at their option, by seniority, be allowed to replace the registry or traveler RNs, so long as the RN has appropriate competencies to substitute for the registry or traveler RN.

28.2 Section B – Severance

28.2.1 When a Regular Nurse is displaced from his/her position as a result of an indefinite reduction in force, he/she may choose to sever his/her employment relationship with the Employer. In electing to do so, he/she shall be eligible for severance pay in accordance with the following schedule:

Service	Severance
1. At least one (1) but less than two (2) years:	One (1) week's pay
2. At least two (2) years but less than three (3) years:	Two (2) weeks' pay
3. At least three (3) years but less than five (5) years:	Three (3) weeks' pay

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| 4. | At least five (5) years but less than eight (8) years: | Four (4) weeks' pay |
| 5. | At least eight (8) years but less than ten (10) years: | Five (5) weeks' pay |
| 6. | At least ten (10) years but less than twelve (12) years: | Six (6) weeks' pay |
| 7. | At least twelve (12) but less than fifteen (15) years: | Seven (7) weeks' pay |
| 8. | At least fifteen (15) but less than eighteen (18) years: | Eight (8) weeks' pay |
| 9. | At least eighteen (18) but less than twenty (20) years: | Ten (10) weeks' pay |
| 10. | Twenty (20) or more years: | Twelve (12) weeks' pay |

28.2.2 The term "week(s)" shall mean an amount equal to the Nurse's predetermined work schedule. "Service" shall mean the most recent date of continuous service with the Employer.

28.2.3 The seniority and recall rights of a Nurse shall be terminated upon the Nurse's election and receipt of severance pay.

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ARTICLE 29 – PERFORMANCE EVALUATION

- 29.1** The Nursing Management shall evaluate the performance of each Nurse at least once each year. A newly employed Nurse will have performance evaluated no later than the ninety days from the date of hire, and thereafter at least once each year. The nature of the performance evaluation program will be determined by the Employer, but each Nurse's performance evaluation will be discussed with the Nurse by a member of Nursing Management. A Nurse's performance evaluation will not be subject to the adjustment and arbitration procedure set forth Master ARTICLE 15.
- 29.2** All staff nurses in the unit will be given the opportunity to participate in the Manager's annual evaluation. These evaluations will be placed in a sealed envelope and the package will be deposited in the Nurse Manager's mail box in the Nursing Administration office.
- 29.3 Section E – Probation Period**
- 29.3.1 A Nurse may be dismissed without recourse to the grievance procedure during the first ninety (90) days of employment. If a Short-Hour/Per Diem Nurse has not completed thirty (30) days of work within said ninety (90) days, the probationary period will be extended through the Nurse's thirtieth (30th) day of work or through the one hundred and thirty-fifth (135th) day of employment, whichever occurs first.

ARTICLE 30 – ORGANIZING RIGHTS

The Employer and the Union agree to the following recognition procedure. This procedure is intended to provide employees freedom of choice on the question of unionization.

30.1 Section A – Statement of Philosophy

- 30.1.1 The Employer and the Union support the philosophy that positive relationships arise from shared creativity and responsibility; the recognition and protection of basic human rights of workers; and the representation of workers' interest in those decisions that affect them in a way that assures that their voice will be consistently and effectively heard.
- 30.1.2 The Employers also support the right of workers to form and join an employee organization and to chose not to do so. Both the Employer and the Union acknowledge that it is important when employees are making such a choice that accurate information about the goals and vision of any organization that is seeking to represent them be available to the employees to assist them in making their decision.

30.2 Section B – Notice of Intent to Organize

- 30.2.1 When employees have begun signing union authorization cards in an appropriate unit, as defined herein, the Union shall promptly notify the Employer of the employees in that unit of its intent to organize a group of employees and identify an appropriate unit.
- 30.2.2 Within seven days of the Union's notification to the Employer of its intent to organize an appropriate unit, the Employer and the Union will distribute a jointly signed reproduction of the Recognition Procedure as described herein.

30.3 Section C – Appropriate Unit Defined

- 30.3.1 The parties agree that, except as provided herein, an appropriate unit is that which is defined by the National Labor Relations Board for healthcare providers.
- 30.3.2 Bargaining units pursuant to this provision will be on a single facility basis, and shall be as set forth in the National Labor Relations Board Health Care Rules.

30.4 Section D – Determination of Majority Status/Election:

- 30.4.1 Immediately upon the filing of an NLRB petition by CNA for any facility covered by this Agreement, the facility will agree to a consent election, and shall consent to conduct the CNA's requested election at dates and times within 45 days after the filing of the petition with the NLRB, provided that such dates and times are acceptable to the NLRB. In any such consent election, all of the provisions of this Agreement, including the Code of Conduct, will apply provided such dates and times are acceptable to the NLRB. However, any objections to such consent

election must be filed and resolved pursuant to the Arbitration section of this Agreement, and all parties acknowledge and submit to the arbitrator's exclusive authority to rule on such objections and any determinative challenges and the parties waive their rights to have the NLRB resolve any objections or determinative challenges.

30.4.2 Within five (5) days after the election is directed by the Board, the Employer will provide the Union with a list of names, addresses, and current telephone numbers of employees in the unit the Union seeks to organize, subject to applicable laws.

30.4.3 The Employer agrees to recognize the Union as the collective bargaining agent on behalf of employees in any appropriate unit, as defined herein, where a majority of employees vote for CNA representation, subject to applicable law.

30.5 Section E – Code of Conduct

This Code of Conduct shall apply to any elections, including decertification elections of any kind.

1. Employees shall be entitled to make a decision regarding union representation free from coercion, intimidation, promises or threats.
2. The Employer and the Union agree that they will communicate only that which they believe will be factual and will do so in a way that does not personally attack officers, executives, representatives, employees, or sponsors of either the Employer or the Union.
3. The Employer agrees that it shall not utilize professional persuaders to conduct an anti-Association campaign. Likewise the Employer shall not provide assistance to any individual or group who may wish to pursue an anti-Association campaign.
4. The Employer will not inform or imply to eligible voters that they will lose benefits, wages, or be subject to less favorable working conditions by unionizing.
5. The Employer agrees that its authorized communication with employees regarding unionization shall take place in group meetings and that it shall not initiate one-on-one conversations with employees about Union representation. Employee participation in Hospital initiated group meetings for the purpose of discussing unionization shall be voluntary.
6. During the period following provision of notice of "Intent to Organize" as described above, the parties will meet periodically to regulate adherence to the Code of Conduct.

30.6 Section F – Dispute Resolution and Arbitration

- 30.6.1 If one party believes that the other party has violated this Agreement, the affected party should contact the other party's representative by phone or fax. The parties should have a direct conversation within 48 hours to try to resolve the issue.
- 30.6.2 If the parties are unable to resolve a dispute, either party may submit the unresolved dispute about compliance with or construction of the Agreement for final and binding resolution by Gerry Lucey, Barry Winograd and John Kagel as the permanent Arbitrators selected for deciding any dispute under this Agreement. In the event they are unavailable, the parties will select a substitute by mutual agreement or through the American Arbitration Association ("AAA"). The Arbitrator shall have discretion to establish procedures for the resolution of such disputes that may include submission of evidence by the parties, and is authorized to develop and order remedies. The Arbitrator shall not be limited in the scope of his/her remedies. All such disputes shall be resolved within 14 days of the submission of the issue unless the issue concerns an alleged violation pertaining to conduct raised before the election, in which case the Arbitrator shall rule within 48 hours of the issue's submission to him/her.
- 30.6.3 The parties agree that, upon filing a petition with the Board, the Union and the Employer will meet promptly and will exert their best efforts to identify and resolve issues concerning supervisors, managerial employees, and confidential employees. Should any disagreements arise that cannot be resolved between the parties, the matter shall be resolved according to the arbitration procedure described in this section.

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ARTICLE 31 – NO STRIKES OR LOCKOUTS

There shall be no strikes, sympathy strikes, lockouts or other stoppages or interruptions of work during the life of this Agreement.

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ARTICLE 32 – POLITICAL EDUCATION AND ACTION FUND

The Employer agrees to permit a voluntary check-off (deduction) of individual Nurse contributions to the Union's Political Education and Action Fund (the "Fund"). Contributions to the Fund are voluntary, and the Union shall be responsible for obtaining check-off authorization form each Nurse who wishes to contribute to the Fund through a payroll deduction. Such authorization shall be in the form permitted by federal and state law, and shall include specific language regarding the Nurse's right of revocation of the deduction.

The Association will hold the Employer harmless against any claim that may be made by any person by reason of any action taken by the Employer based on written notice from the Association in accordance with the contract, including the cost of defending against any such claim, unless the claim is the result of the fault or negligence of the Employer, and the Association will also hold the Employer harmless against any claim that may be made by any person by reason of the deduction of the Association membership dues, service charges or contributions to the Political Education and Action Fund, including the cost of defending such claim. The Association shall have no monetary claim against the Employer by reason of failure to perform under this Article.

1. This Agreement shall be in effect from December 22, 2016 through December 21, 2020.
2. It shall be automatically renewed thereafter from year to year unless either party gives written notice to the other of its desire to change, modify or terminate this Agreement. Any such written notice must be given not less than ninety (90) days prior to any anniversary date of the Agreement. The "year" in this Agreement shall be December 22 through December 21, and the "anniversary date" shall be December 22, 2016, or December 22 of any subsequent year. If a new Agreement is not reached by December 22, 2020, or any anniversary date thereafter, the parties may by mutual consent extend the Agreement. IN WITNESS WHEREFORE, the undersigned parties, duly authorized to do so, have executed this Agreement as of _____, 2018.

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**CALIFORNIA NURSES
ASSOCIATION**

By: _____

By: _____

By: _____

By: _____

By: _____

SETON MEDICAL CENTER

By: _____

Steven Sharrer
Verity Health System
Chief Human Resources Officer

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**APPENDIX A – UTILIZATION OF CLINICAL EXPERTISE IN RELIEF
ASSIGNMENTS**

1. Any Registered Nurse who is available for casual assignments may, if the Nurse desires, indicate in writing to the Nursing Office the areas of specialty due to training and/or experience. When making casual assignments the Employer shall, if it calls the Nurse who has indicated a specialty, inform the Nurse if a position is available in such specialty.
2. The following provision was negotiated as a side letter to the 1974-1975 Agreement between the parties:
 - 2.1 The Employer and CNA recognize that Nurses may or may not have training and/or experience in Intensive Care Unit (ICU), Intensive Care Nursery (ICN), Coronary Care Unit (CCU), Post Anesthesia Recovery Room (PAR), or Renal Dialysis or in other areas where special training and/or experience may be needed. Except in case of emergency, Nurses without appropriate training and/or experience shall not be assigned to such areas. Nurses may, however, be assigned to ICU, Burn ICU, Respiratory ICU, ICN, CCU, PAR, or Renal Dialysis for training purposes.
 - 2.2 In order to provide a great number of qualified personnel for temporary assignment to such specialized areas, the Employer shall:
 - a. Provide an in-service program or other programs for Nurses on staff,
 - b. Utilize a pool of regular and short-hour/per diem Nurses qualified to be assigned to such units as relief.
3. The Employer and CNA agree that if the cluster floating policy in effect at the time of the 1991-1993 Agreement needs revision, a committee will be established, composed of two (2) representatives of the PPC and two (2) representatives of Nursing Administration, to develop the revisions. The cluster floating policy includes, but is not limited to, the following:
 - 3.1 Units will be grouped into clusters for the purpose of floating the permanently assigned staff when necessary.
 - 3.2 Staff Nurses will be assessed as to the units to which they are qualified to float. The assessment will be based upon a tool developed by the Committee, and this might include, in the Committee's discretion, the use or revision of existing assessment tools.
 - 3.3 Orientation/training criteria for Nurses not qualified to float to units within their cluster will be developed by the Committee. For such Nurses, the Employer may provide such orientation or training, but Nurses who request such training/orientation will be given preference for the next training/orientation program offered.
 - 3.4 Staff Nurses may volunteer to float to units outside their cluster if they are qualified to do so. A list of qualified volunteer Nurses will be maintained by the Staffing Office.

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4. The Committee also has the flexibility and discretion to develop additional or revised requirements or procedures, other than those described above, as it mutually deems appropriate, by majority vote. The Committee will have ninety (90) calendar days to complete its work, and may schedule additional meetings to discuss revisions. If the Committee cannot reach mutual agreement, resolution shall be by referral to the Nursing Practice Review Committee in accordance with the procedure in Master ARTICLE 11 and such referral shall be the exclusive means for resolving any such difference of opinion.

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APPENDIX B – STAFF NURSE III/STAFF NURSE IV

1. Staff Nurse II to III and Staff Nurse III to IV

- 1.1 Staff Nurse III and Staff Nurse N classifications are as described in this Appendix B.
- 1.2 The Staff Nurse III and IV classifications shall be maintained by the Employer in accordance with the criteria, application, selection, continued eligibility and other procedures and provisions as previously agreed upon by the Joint III/IV committee of the CHW Greater bay Area Division in June 2000.

2. Staff Nurse III/IV Committee

- 2.1 The Staff Nurse III/IV Committee is comprised of two (2) Nurses designated as Staff Nurse III or IV appointed by the Association and two (2) representatives appointed by the Director of Patient Care Services/designee.
- 2.2 The Committee can be reconvened at the request of the Association or the Employer. If reconvened, the Committee shall meet monthly and complete its work within 6 months.
 - a. The function of this Committee shall be to examine the current Staff Nurse III or IV criteria and to redesign these criteria to encourage more Nurses to participate in the Staff Nurse III or IV.
 - b. To standardize the application, selection and retention process for Staff Nurse III/IV.
 - c. The Director of Patient Care Services/designee may attend any meeting of the Committee.
- 2.3 The recommendations of the Committee ratified by majority vote shall be submitted to the Director of Patient Care Services/designee for review. Implementation of the recommendations will be no later than sixty (60) days after the Committee has completed its work.
- 2.4 The Nurses appointed by the Association shall be compensated at their straight time rate plus any differentials for all time spent in these meetings. These hours shall not count towards the calculation of overtime.

3. Clinical Ladder Program

- 3.1 Deadlines for applications are April 15th and October 15th each year.
- 3.2 Eligibility, application, Staff Nurse III and IV criteria and re-evaluation processes are defined in the Clinical Ladder Program at Seton Employer dated June, 2000 unless modified under 2.3.

- 3.3 Decisions of the Review Panel regarding applications for Staff Nurse III or IV and appeals of revocation are final.

4. Reclassification: Staff Nurse III to Staff Nurse II or Staff Nurse IV to III or II

- 4.1 Any reclassification from Staff Nurse III to Staff Nurse II or Staff Nurse N to III or II, including reclassification at the Nurse's request, shall be without loss of seniority or other benefits.
- 4.2 The written procedures established for reclassification contained in the Clinical Ladder Program at Seton Employer dated 6/2000, shall be followed unless modified under 2.3.
- 4.3 In no event will reclassification from Staff Nurse III or IV reflect adversely on such Nurses or be used as evidence to support disciplinary action.

5. Appeals

- 5.1 If revocation of Staff Nurse III or Staff Nurse IV classification is recommended by the Director of Patient Care Services/designee, the SN III/IV will be allowed two weeks (14 days), upon receipt of the notification, to appeal the decision, during which time s/he will retain Staff Nurse III/IV classification. A letter of appeal addressed to the Director of Patient Care Services/designee must include the specific reasons for maintaining SN III/IV status.
- 5.2 Both the Director of Patient Care Services or Staff Nurse III/IV may select to convene the Review Panel. The Review Panel will convene and reach a decision within thirty (30) days, unless there is mutual agreement to extend the time, and will forward their decision to the Director of Patient Care Services/designee. The Director of Patient Care Services/designee will notify the Nurse of the decision within two weeks (14 days).

6 Compensation

1. Staff Nurse III- eight percent (8%) above Staff Nurse II
2. Staff Nurse IV - twelve percent (12%) above Staff Nurse II

APPENDIX C – FLOATING POLICY GUIDELINES

The Director of Patient Care Services and the PPC may agree to modify this Floating Policy provided that the consent of either to a proposed modification shall not be denied unreasonably.

1. Purpose

- 1.1 The float procedure has been designed to provide adequate, safe nursing care to our patients and to accommodate the needs of the nursing staff whose varied skills are required to work in multiple environments. The procedure requires the mutual cooperation of those involved in staffing the nursing units (Nurse Managers, Supervisors, and Staffing Office personnel) and the Staff Nurses of all units.
- 1.2 The nurse is always responsible for providing safe, competent, nursing care. Therefore, before accepting a patient assignment, a nurse must have the necessary knowledge, judgment, skills, and ability to provide the required care.
- 1.3 Based upon patient care and staffing considerations, the Employer may require nurses to float to another department/unit within their Division/Cluster, in compliance with applicable laws and regulations, including Title 22 of the California Code of Regulations and as provided in this Article. The Employer will make reasonable efforts to float a nurse to another department within his/her Division/Cluster in the Hospital in lieu of a scheduled shift cancellation.
- 1.4 Management and nurses have a crucial responsibility to assure appropriate and competent nursing care. It is the joint responsibility of management and the nurse to determine whether a nurse is clinically competent to perform the nursing care requirement outside the Division/Cluster.
- 1.5 Floating outside a designated Division/Cluster is encouraged when staff is willing and possess the necessary competencies and experience, and appropriate resource personnel are available. A nurse shall not be required to float outside his/her Division/Cluster, except in emergency situations as declared by city, state, or federal authorities.
- 1.6 Nurses desiring to float outside their designated Division/Cluster may be floated to assist other nurses (general nursing duties, starting IV's, assisting with procedures, etc.) or for orientation, cross-training, and competency validation to other units in the hospital that the nurse has indicated an interest in developing skills for the purpose of future floating

2. Procedure

- 2.1 Order of Floating When a Nurse or staff member is required to float within his/her cluster, the following order is to be followed:

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Categories

Traveling/Flying Nurses
Registry Nurses
Float Pool Per Diem Nurses
Float Pool Regular Nurses
Unit-Based Per Diem Nurses Working Extra Shifts
Unit Based Per Diem Nurses
Unit-Based Short-Hour Nurses Working Extra Shifts
Unit-Based Regular Nurses Working Extra Shifts
Unit-Based Short-Hour Nurses
Regular Nurses

2.1.1 **Oncology** On the Oncology units, a chemo-certified RN will be assigned to patients actively receiving chemotherapy.

2.1.2 **Telemetry Patients** The order of floating into units with telemetry patients shall be:

1. Fifth floor RNs to the sixth floor or sixth floor RNs to the fifth floor.
2. Float pool ACLS certified.
3. ACLS certified RNs from other units.

If the above conditions are met and a non-ACLS RN is still required to float into a telemetry unit, management shall use its best efforts to ensure that these RNs shall not 'receive telemetry patients.

2.2 "Extra shifts" are defined as follows:

- a. For Per Diem Nurses: All shifts added after the schedule has been posted;
- b. For Short-Hour and Regular Nurses: All shifts over and above the Nurse's regularly scheduled hours.

2.3 Should there be a drop in census or change in skill mix, the "extra shift" Nurse may be cancelled or floated.

2.4 Those exempt from floating are:

- a. New hires and Staff Nurses transferred from one cluster to another for a period of one (1) month after their orientation;
- b. New graduates: during their probationary period;
- c. Where there is a designated Charge Nurse: That Nurse will not float.

- 2.5 Each unit will keep a record of each Nurse, the date the Nurse floated, and the float location (the "Float List"). Floating shall be within each category on a rotational basis, unless the Nurse being asked to float possesses special skills and/or qualifications required on the unit to which he/she is floated.
- 2.6 When more than one (1) Nurse is floating off a unit, the policy of "first come, first choose" shall prevail.
- 2.7 It is also understood that:
 - a. When a Nurse is floated out of a unit, no other Nurse will be floated into that unit.
 - b. No "deals" will be made between the Nurse and the Staffing Office.

3. Double Shifts

- 3.1 A Regular Nurse on an assigned shift will not float if a double is present.
- 3.2 Double shifts shall be scheduled per ARTICLE 6 - Section 6.2.8.

4. Early Call-In

- 4.1 If a Nurse is asked to come in early to take over a patient assignment, and it is his/her turn to float on his/her regularly assigned shift, that Nurse will not float.
- 4.2 If a Nurse is asked to come in early, but is not given a patient assignment, and it is that Nurse's turn to float on his/her regularly assigned shift, that Nurse will float.

5. Miscellaneous

- 5.1 If a Nurse has exchanged scheduled workdays, and floating occurs, the Nurse must float per the float list if it is his/her turn to float, not the turn of the person he/she has replaced.

6. Medical-Surgical Float Pool

- 6.1 The Medical-Surgical Float Pool is comprised of a group of Nurses who are permanently assigned to float on a day-to-day basis.
- 6.2 The primary utilization of the Medical-Surgical Float Pool is to supplement unit staffing when census increases, or to provide coverage for both scheduled and unscheduled absences.
- 6.3 The staffing and scheduling of the Medical-Surgical Float Pool Nurses will remain in the Staffing Office. Attempts will be made daily to provide some consistency as to where the Float Pool Nurse is assigned.

6.4 Nurses in the Medical-Surgical Float Pool will float to the Skilled Nursing Facility (SNF), Oncology, Telemetry, Orthopedics, Sub-Acute, and Post-Partum Units.

7. Twelve-Hour Shifts (See Appendix D)

8. Clusters

The PPC and the Employer have defined the clusters at the Employer as follows:

Cluster	Units
a. Critical Care	CCU ICU
b. Medical-Surgical	Orthopedics Medical-Surgical Oncology Telemetry Med-Surg Float Pool
c. Skilled Nursing Facility	Skilled Nursing Facility Med-Surg Float Pool
d. Sub-Acute	Sub-Acute Med-Surg Float Pool
e. Surgical Services	OR ASC Surgical Nurses
f. Recovery:	PACU ASC Pre/Post Op Nurses Infusion Center
g. Women's Health	L&D Post-Partum Nursery Intensive Care Nursery
h. Emergency Department	
i. Cardiac Catheterization Lab	
j. G.I. Lab	
k. Radiology	
l. Wound Care	
m. Radiation Oncology	

APPENDIX D – ALTERNATIVE WORK SCHEDULE PROGRAM

1. IMPLEMENTATION

- 1.1 The Parties agree that Alternative Work Schedules (“AWS”), either 12-hour or 10-hour shifts, may be voted and implemented in individual units, as part of the collective bargaining exemption. The Employer may implement these shifts in individual units only in accordance with these provisions. An Employer may designate a unit as appropriate for implementation of an AWS program by notifying CNA in writing and posting a notice on the unit. Within fourteen (14) days of the notice, CNA and the Employer shall jointly conduct a meeting among the Staff Nurses on the unit to explain the impact of these shifts in the unit, how the vote will be conducted, the options available to Per Diem Staff Nurses, and the mock schedules. Within thirty (30) days of the notice, a vote shall be conducted in accordance with state law. At least fourteen (14) days before the election, the Employer will provide CNA with a list of Staff Nurses in the unit and CNA will investigate any discrepancies between the list and the CNA membership roster. CNA will advise the Employer of any discrepancies.
- 1.2 For an AWS to be adopted, a 2/3 majority vote of those Staff Nurses who vote is required. An affected Staff Nurse who does not vote shall not be counted. The votes may be held on up to three days within the voting week to accommodate schedules. The vote and vote count will be in the presence of a Staff Nurse appointed by CNA and a management representative. The Staff Nurse observing the vote count shall be on paid time during the count.
- 1.3 Upon ratification, the program shall be implemented commencing with the next posted schedule, provided that the Staff Nurses receive at least fourteen (14) days’ notice of the schedule changes.
- 1.4 Employer maintains right to create 8 hour shifts in units electing AWS and Staff Nurses may bid for any such shift or position in accord with applicable provisions of the CBA.

2. AWS UNITS

- 2.1 Without waiving the Employers’ right to designate additional units for an AWS vote, the Employers agree that the following units shall be designated for an initial AWS vote within the timelines set forth below:

2.1. a. Seton AWS Vote

Within 60 Days after Ratification	ICU CCU ER
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Within 90 Days after Ratification	Ortho/Spine and Oncology MS/Telemetry (5th floor) and
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MS/Telemetry (6th floor)
jointly Float Pool

Within 120 Days after Ratification Subacute
OR (10 hour)
PACU (10 hour)

Within 180 days after Ratification Other Units

3. **POSTING AND SCHEDULING**

- 3.1 On each unit where the Staff Nurses have voted for AWS shifts and where the Employer has scheduled AWS shifts, the Employer will make a reasonable effort to find another work assignment for any Staff Nurse who participated in the vote which authorized the schedule and is unable to work the shifts. The Employer shall not be required to offer a different work assignment to a Staff Nurse if such a work assignment is not available or if the Staff Nurse is hired after the adoption of the alternative work schedule.

4. **DISCONTINUANCE OF THE ALTERNATIVE WORK SCHEDULES**

- 4.1 The Employer may discontinue an AWS at any time upon sixty (60) days' advance notice to CNA.
- 4.2 After the AWS has been in place for 12 months or more it may be repealed by a vote of the affected Staff Nurses. Upon a petition of one-third of the affected Staff Nurses, a new secret ballot election shall be held in accordance with state law.

5. **HOURS OF WORK**

- 5.1 12-Hour Shift Staff Nurses:
- a. The regular work week for full-time Staff Nurses on the 12-hour shift schedule will consist of no more than thirty-six (36) hours, three (3) days a week.
 - b. A straight time day's work will consist of no more than twelve (12) hours worked within a thirteen hour period, except for Staff Nurses who have voluntarily waived one of their meal periods, in which case the twelve (12) hours worked will be within a twelve and one-half hour period.
 - c. The Employer will use its best efforts to regularly schedule a Staff Nurse to work no more than two (2) consecutive 12 hour shifts, unless the Staff Nurse requests a three (3) consecutive day schedule. The Employer will use its best efforts to grant the Staff Nurse at least a two (2) day break if he/she has worked three (3) consecutive 12 hour shifts, unless the Staff Nurse requests otherwise. The Employer will use best efforts to grant the Staff Nurse a three (3) day weekend on the Staff Nurse's weekend off.

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- 5.2 10-Hour Shift Nurses: The regular work week for full-time Staff Nurses on the 10 hour shift schedule will consist of forty (40) hours, four (4) days a week. A straight time day's work will consist of no more than ten (10) hours worked within a ten and one-half hour period.

6. **OVERTIME**

- 6.1 Staff Nurses who work more than three (3) 12 hour shifts in a workweek will be paid time and one half (1 ½) their regular rate of pay for the first eight (8) hours worked on the first extra day of that workweek, and two (2) times their regular rate for all hours worked after the eight (8) extra hours in that workweek.
- 6.2 Staff Nurses will be paid double time for all hours worked in excess of 12 in one day.
- 6.3 Daily overtime shall be paid for 8 hour, 10 hour, and 12 hour shift Staff Nurses who work a shift that deviates from their assigned schedule in accordance with state law and any daily overtime rules adopted as part of an AWS program.

7. **PAID LEAVE ACCRUAL**

Full-time Nurses working three (3) 12-hour shifts in a 7-day workweek will accrue benefits, such as vacation, PTO, holidays, sick time, education leave, etc., on the same basis as full-time Nurses working a normal forty (40) hour workweek. Part-time Nurses working 12-hour shifts will have benefits pro-rated according to the provisions of the CBA.

8. **MEAL AND REST BREAKS**

Meal and rest breaks will be provided according to the provisions of the CBA.

9. **SETON SPECIFIC LANGUAGE**

- 9.3. a. Benefits. Unless otherwise agreed between the Association and the Employer, "Part-Time" Nurse, for the purposes of this section, means a Nurse regularly scheduled to work two (2) twelve (12)-hour shifts per week.
- 9.3. b. Paid Leave. Nurses taking Paid Leave will be paid twelve (12) hours at the straight time rate for each day off when they are scheduled to work. (In other words, 12 hours paid vacation, sick leave, educational leave, etc. = 12 hours deducted.)
- 9.3. c. Bereavement Leave. Nurses who qualify for Bereavement Leave as provided in Article 17 – Bereavement Leave, will be entitled to three (3) 12-hour days at the straight time rate.
- 9.3. d. Jury Duty.

Nurses called for Jury Duty will be paid in accordance with ARTICLE 18 of the contract; that is, they will be paid the difference between the jury duty pay they receive and their regular straight-time earnings using the straight time rate. The

contractual provisions applicable for jury duty will apply except that a combination of hours worked and hours spent on jury duty shall not exceed twelve (12), unless the Nurse agrees otherwise, and a Nurse working the late shift shall be excused from work, at the Employer's option, on either the night immediately preceding or the night immediately following service on jury duty.

In the event that a combination of service on jury duty and hours worked in the Employer, exceed the normal thirty-six (36) hour workweek, the Employer will grant a Regular Nurse the weekend off, if such Nurse is scheduled to work the weekend, unless such Nurse chooses to work the weekend.

- 9.3. e. Floating. Staff Nurses working 12-hour shifts will continue to float in rotation. A list will be kept in the unit(s) of dates floated by each Staff Nurse. The Staff Nurse whose float date is oldest will float first, regardless of whether or not he/she is a 12-hour or 8-hour Nurse, and even if he/she must turn over his/her current assignment to the oncoming shift.

For Example:

It is 15:30. A Nurse from ICU must float to CCU. Nurse "A" has been on duty since 07:00 and has the oldest float date on the unit. She is a 12-hour Nurse. She must give up her current assignment and float to CCU for the last four hours of her shift. At 19:30, the end of Nurse A's shift, it is possible that Nurse "B" (either a 12-or 8-hour Nurse) would be floated to CCU to take over Nurse A's assignment until 23:45. If Nurse B is a 12-hour Nurse, she would either return to ICU at 23:45 or work until the conclusion of her shift at 07:30, depending on staff.

- 10.3. f. Education Leave An RN who works on the late shift twelve (12) hours shall be paid at the shift differential rate for all "paid leave" including Education Leave (regardless of the time of the class), Vacation Leave, Sick Leave, Holiday pay and mandatory meetings and mandatory classes.

Shift differentials do not apply in either of the following situations: (1) when an RN is teaching classes; or (2) when an RN is attending non-mandatory meetings or non-mandatory classes that do not qualify for Education Leave during the day or early shift. Any of the above RNs who serve on the bargaining committee shall be paid at the straight time rate.

APPENDIX E – HEALTH, DENTAL AND VISION BENEFITS

1. **Section A -Dental Benefits**

PRINCIPAL BENEFITS AND COVERED SERVICES*		
When Treatment Is Provided By	An In-Network Dentist* *	An Out-Of-Network Dentist
Who's Covered	Primary enrollee, spouse, grandfathered.. legally domiciled adults (as defined in Appendix E of this contract), as well as dependent children to age 24	Primary enrollee, spouse, grandfathered legally domiciled adults (as defined in Appendix E of this contract), as well as dependent children to age 24
Deductibles and Benefits Maximum	No Deductible. Maximum benefit paid per calendar year is \$1,200.00 per person	No Deductible. Maximum benefit paid per calendar year is \$1,200.00 per person
Diagnostic & Preventive Benefits* -oral exams, cleanings, x-rays, biopsy & tissue exams, fluoride treatment, space maintainers, specialist consultation	100% of Delta Dental dentist's fee (within deductible)	100% of Delta Dental dentist's approved fee or 100% of allowed fee for non-Delta dentist
Basic Benefits * - oral surgery (extractions), fillings, root canals, periodontic treatment, sealants	100% of Delta Dental dentist's fee (within deductible)	100% of Delta Dental dentist's approved fee or 100% of allowed fee for non-Delta dentist
Crowns, Jackets, Cast Restorations*	100% of Delta Dental dentist's fee (within deductible)	100% of Delta Dental dentist's approved fee or 100% of allowed fee for non-Delta dentist
Prosthetic Benefits* - bridges, partial dentures., full dentures	100% of Delta Dental dentist's fee (within deductible) (subject to a maximum allowance)	100% of Delta Dental dentist's approved fee or 100% of allowed fee for non-Delta dentist (subject to a maximum allowance)
Orthodontic Benefits* - for adults and dependent children	100% of Delta Dental dentist's fee (within deductible) (subject to a \$1,000 lifetime maximum per person)	100% of Delta Dental dentist's approved fee (subject to a \$1,000 lifetime maximum per person)

*Refer to Evidence of Coverage for limitations on these benefits. Some examples of limitations on service are the number of cleanings and oral exams covered in a calendar year, and time limitations on filling and crown replacements.

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* *Delta endodontists, oral surgeons, and periodontists are not Delta Dental dentists, but the covered participant gets in-network benefits when visiting one of these specialists.

2. **Section B -Vision Benefits (Administered by Vision Service Plan)**

2.1 Benefits Provided by Participating Providers:

a. The plan provides full coverage, in excess of a \$10.00 deductible for the examination and a \$10.00 deductible for materials, when the covered member goes to a participating provider for:

- 1) One comprehensive examination in any 12 consecutive months.
- 2) One pair of standard lenses in any 24 consecutive months, or at a 12 month interval if the prescription change so indicates. A "prescription change" means any of the following: a change in prescription of 0.50 diopter or more in one or both eyes; a shift in axis of astigmatism of 15 degrees; or a difference in vertical prism greater than 0.50 prism diopter.
- 3) One standard frame in any 24 consecutive months. (100% up to \$115 retail frame allowance, plus 20% off out-of-pocket costs and an additional pair of prescription glasses).
- 4) One pair of contact lenses in any 24 consecutive months, or at a 12-month interval if the prescription change so indicates [see (2) above], in lieu of glasses, frames, and lenses.

b. If contact lenses are for elective, cosmetic, or convenience purposes, the plan will pay up to \$105.00 toward their cost plus 15% off the cost of a contact lens exam. Any balance is the responsibility of the covered member.

c. If contact lenses are medically necessary, they are a fully covered benefit:

- 1) following cataract surgery; or
- 2) when visual acuity cannot be corrected to 20/70 in the better eye except through the use of contacts; or
- 3) when necessitated by anisometropia or certain conditions of keratoconus.

3.2 Benefits Provided by Non-Participating Providers:

a. If covered services and/or materials are provided by a non-participating provider, charges will be paid, in excess of a \$10.00 deductible for the examination and a \$10.00 deductible for materials, but not to exceed the following Schedule of Allowances:

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Benefit	Allowances
Comprehensive Examination	\$45.00 (limited to one any 12 consecutive months)
Lenses (per pair)	
Single Vision	\$45.00
Bifocal	\$65.00
Trifocal	\$85.00
Aphakic/Lenticular	\$125.00
Contact Lenses (per pair)	
Medically Necessary	Up to \$210.00
Cosmetic or Convenience	Up to \$105.00
Frames	\$45.00

- b. Benefit frequencies are the same as listed under the Participating Providers section.

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APPENDIX F -CHEMICAL DEPENDENCY

Under the Impaired Nurse Act, the Board of Registered Nursing contracts with an organization (currently Occupational Health Services or OHS) to evaluate and make recommendations to individual Nurses who are chemically impaired as to the course(s) of treatment that should be undertaken by the Nurse in order to protect his/her licensure or employment. In the event that the Nurse accepts the recommendation, and the recommendation requires residential treatment or rehabilitation, the Employer will provide payment for one (1) program of inpatient care, up to a maximum of 28 days, provided that the Nurse successfully completes the program. The Employer can contract for the facilities that are to be used by the Nurse for such care.

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**APPENDIX G - PRIOR OPTION FOR NURSES WITH VESTED RIGHTS IN
HOSPITAL PENSION PLANS**

The following provisions apply to Nurses whose retirement benefits are covered under provisions contained in collective bargaining agreements preceding July 1, 2003.

- 1.1 **Definition** A vested Nurse for purposes of this Appendix G shall be defined as a Nurse who was employed by a member Hospital of the Affiliated Hospitals of San Francisco on December 31, 1975 who had ten (10) or more years of service as of that date and, according to the vesting provisions of the Hospital Pension Plan, had a vested right as of December 31, 1975 to benefits under the Plan.
- 1.2 **Option for Vested Nurses** Vested Nurses employed by a member Hospital on December 31, 1975, had a one-time irrevocable option to select either Option A or Option B below.
 - a. **Option A.** The Nurse ceased to participate in the Hospital Pension Plan as of December 31, 1975, the Hospital contributed into an Individual Retirement Account on the Nurse's behalf on and after January 1, 1976, through approximately December 31, 1986, and into a Money Purchase Pension Plan, as of approximately January 1, 1987. *(This implementation date for the Money Purchase Pension Plan is approximate only, the actual date varied from member Hospital to member Hospital, and these provisions should be construed consistent with the actual implementation date of the particular Hospital.)* The Nurse retained all vested rights accrued as of December 31, 1975.
 - b. **Option B** The Nurse continued to participate in the Hospital Pension Plan on and after January 1, 1976, and was not in any way covered by or subject to the prior CNA Individual Retirement Account provisions or the Money Purchase Pension Plan contained in earlier collective bargaining agreements.
- 1.3 **Future Benefits Under the Hospital Plan**
 - a. The retirement benefits for all Nurses who selected Option B above and for those Nurses already retired on December 31, 1975 under the Hospital Plan shall be equivalent to those set forth in the Hospital Pension Plan for employees covered by the collective bargaining agreement of the Hospital covering the greatest number of employees other than Registered Nurses. Any improvements or increases granted in such agreement are to be granted concurrently to Nurses covered by this subparagraph, provided, however, that already retired Nurses shall only receive such increases or improvements if retired employees under such agreement also receive such increases or improvements. The Association shall be notified by the Facility of any such improvements or increases.
 - b. A Nurse vested on December 31, 1975 under either of the Hospital Plans and who selected Option A above, shall upon retirement receive benefits earned

by reason of years of service prior to December 31, 1975 under the benefit formula set forth in the Hospital Plan on December 31, 1975. A Nurse who becomes contingently vested under 2.1 Paragraph b. below, shall upon retirement receive benefits earned for years of service prior to December 31, 1975 under the benefit formula set forth in the Hospital Plan on December 31, 1975..

- 1.4 Nonforfeiture of Vested Rights In no event will a vested Nurse forfeit any rights vested as of December 31, 1975.

2. Non-Vested Nurses -Contingent Vesting

- 2.1 This Section 2.4.1 applied to a Regular Full-Time or Regular Part-Time Nurse employed by a member Hospital of the Affiliation on December 31, 1975, with more than one (1) year of employment with such Hospital, but with less than ten (10) years membership in the Hospital Plans on that date.

- a. Such Nurse immediately terminated his or her membership in the Hospital Plans and did not accrue any further benefits under either of such Plans on and after January 1, 1976.
- b. Such Nurse's years of service on and after January 1, 1976, counted for vesting purposes under the Hospital Plans but for no other purpose. If such Nurse attained ten (10) or more years of membership in the Hospital Plans, he or she shall be deemed vested, but solely and only for benefits earned by reason of years of service prior to December 31, 1975.
- c. On or after January 1, 1976, and through approximately December, 1986, the Facility contributed on behalf of such a Nurse into the prior CNA Individual Retirement Account. As of approximately January 1, 1987, the Facility contributed on behalf of such a Nurse into a Money Purchase Pension Plan provided that such Nurse retained his or her status as a Regular Full-Time or Regular Part-Time Nurse.

3. Ninety (90) Day Transfer Rule

- 3.1 A Non-Vested Nurse A Non-Vested Nurse whose employment with a member Hospital has terminated, and who, within ninety (90) days thereafter is re-employed by the same or different member Hospital or by a Reciprocating Hospital, as defined in the Hospital Plans, and who continues in this new employment for one (1) year or more, shall continue to be credited for years of service for contingent vesting purposes under the Hospital Pension Plans as provided in Section 2.4 above.
- 3.2 A Vested Nurse A Vested Nurse who elected to remain in the Retirement Plan for Hospital Employees, and whose employment has subsequently terminated, and who, within ninety (90) days thereafter, is re-employed by

the same or a different member Hospital (other than Saint Francis Memorial Hospital) and who continues in this new employment for one (1) year or more shall continue to participate in the Retirement Plan for Hospital Employees.

4. Five (5) Year Reinstatement Rule

- 4.1 A Non-Vested Nurse A Non-Vested Nurse whose employment with a member Hospital has terminated, and who, at the date of termination had five (5) or more years credited service in the Hospital Pension Plan, and who, on or after January 1, 1976 is re-employed by the same or a different member Hospital or by a Reciprocating Hospital, and who continues in this new employment for one (1) year or more, shall have years of service after January 1, 1976, credited for purposes of contingent vesting as provided in 2.4, above.

5. Retired Nurses

- 5.1 The Employer will continue to provide retirement benefits as provided in the Hospital Plan for Nurses who have retired pursuant to the Plans prior to January 1, 1976.

APPENDIX H - SIDE LETTER REGARDING PAYROLL ERRORS

In the event of an error in pay that is equal to or greater than the pay of one (1) shift, the payroll department will, upon notification of such by the affected Nurse, provide a manual check to make up the amount to the Nurse. If the Nurse completed her/his timekeeping record accurately, such manual check will be available to the Nurse not later than seventy-two(72) hours. Errors in pay that are less than the pay for one (1) shift will be paid on the next pay check.

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**APPENDIX I - SIDE LETTER REGARDING HEALTH BENEFITS SETON
EMPLOYER**

1. Benefit eligible SMC nurses who, as of November 18, 2016, participate in the DCHS EPO-CNA (PPO Network) Plan ("SMC/DCHS PPO Plan," as described in Appendix E of the SMC Agreement) shall be offered the option of continuing to participate in the SMC/DCHS PPO Plan, except that SMC Nurses selecting this option would pay a monthly premium of 100% of the month cost of the SMC/DCHS PPO Plan over the monthly cost of the Verity EPO plan. The caps on the Verity PPO contribution included in the Master Contract Section 17 shall not apply to contributions to the SMC/DCHS/PPO Plan;
2. SMC Nurses eligible to continue participating in the SMC/DCHS PPO Plan who elect the Verity EPO or Verity PPO in any plan year following the effective date of this Agreement shall not longer have the right to elect the SMC/DCHS PPO Plan in any year after the SMC Nurse has elected the Verity EPO or PPO Plan; and
3. Benefit eligible SMC nurses who are not participants in the SMC/DCHS PPO Plan as of the date of ratification of this Agreement and all other benefit eligible nurses at other hospitals are not eligible for the SMC/DCHS PPO, and instead will be offered only the medical plans offered pursuant to Master Agreement Section 17.

Weingarten Rights

The Supreme Court has ruled that a Nurse is entitled to have a CNA Representative present during any interview which may result in discipline. These rights are called your Weingarten Rights.

1. You must request that a CNA rep be called into the meeting.
2. You must have a reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting and the right to consult your CNA rep prior to the meeting to get advice.
4. Do not refuse to attend the meeting if a rep is requested but denied. We suggest you attend the meeting and repeatedly insist upon your right to have a CNA rep present. If this fails, we suggest that you not answer questions and take notes.

Exhibit 2

1/26/2018 10:02:44 AM

**LABOR MANAGEMENT
COLLECTIVE BARGAINING AGREEMENT**

Between

ST. FRANCIS MEDICAL CENTER

And

**ST. FRANCIS
REGISTERED NURSES ASSOCIATION,
UNITED NURSES ASSOCIATIONS OF
CALIFORNIA/UNION OF HEALTH CARE
PROFESSIONALS,
NUHHCE · AFSCME · AFL-CIO**

**EFFECTIVE
December 29, 2017 – December 29, 2021**



ST FRANCIS REGISTERED NURSES ASSOCIATION

2017-2021 CBA



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

**SFRNA
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COVER - SFRNA 2017-2021 CBA.indd 1

LABOR MANAGEMENT AGREEMENT

Between

ST. FRANCIS MEDICAL CENTER

And

ST. FRANCIS REGISTERED NURSES ASSOCIATION,

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



DECEMBER 29, 2017 – DECEMBER 29, 2021

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AGREEMENT

This Labor-Management Agreement is made and entered into by and between St. Francis Medical Center of Lynwood, California, hereinafter referred to as the "Employer", and St. Francis Registered Nurses Association and the United Nurses Associations of California/Union of Health Care Professionals, National Union of Hospital and Health Care Employees, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Association or Associations".

100

ARTICLE 1 RECOGNITION AND COVERAGE

- 101** In accordance with the certification issued by the National Labor Relations Board on September 2, 1988, in Case Number 21-RC-18272, the Employer recognizes the Associations as the sole collective bargaining representative to negotiate wages, hours of work, and terms and conditions of employment for covered Registered Nurses.
- 102** The Registered Nurses covered by the Agreement are all Full-time, Part-time, Wage Option and Per Diem Registered Nurses employed by the Employer at its facility located at 3630 East Imperial Highway, Lynwood, California. The Registered Nurse job classifications covered by this Agreement are listed in Appendix A.
- 103** Excluded from coverage are all Administrative, Supervisory and Managerial Registered Nurses. "Supervisory" means that the Registered Nurse has the authority to give, or can effectively recommend, counseling or disciplinary action, or conduct performance evaluations or submit wage or salary recommendations for covered Registered Nurses, or take action such as approving overtime, scheduling Registered Nurses or assigning or approving days off, or other actions associated with supervisory status.
- 104** A Staff Registered Nurse designated to be "in charge" shall not be considered to be a supervisor under this Article, nor excluded from the bargaining unit because of the performance of such charge functions.
- 105** The Employer agrees that during the term of the Agreement it will not challenge the bargaining unit status of any nurse or job classification covered by this Agreement. The Employer further agrees that during the term of this Agreement it will neither claim that any nurse or job classification covered by this Agreement exercises supervisory authority within the meaning of Section 2 (11) of the NLRA, nor assign any nurse such duties for the purpose of removing that nurse from the bargaining unit. Finally, the Employer also agrees that during the term of this Agreement it will not challenge the Union's right to represent any nurse in any job classification covered by

this Agreement based on a claim that such nurse is a supervisor within the meaning of the NLRA.

200

**ARTICLE 2
MANAGEMENT RIGHTS**

201

Rights of Management

202

The Employer retains, solely and exclusively, all rights, powers, and authority that are not specifically abridged by an express provision of this Agreement.

203

Without limiting the generality of the foregoing, examples as to the rights, powers, and authority retained solely and exclusively by the Employer, and exercised in its discretion, include but are not limited to the following:

204

To manage, direct and maintain the efficiency of its business and personnel; to maintain and control its departments, buildings, facilities and operations; to create, change, combine, or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic, technological, operational or other reasons; to direct the work force, to increase or decrease the work force and/or determine the number of Registered Nurses to be hired or retained and how they are to be assigned; to hire, transfer, promote, demote, suspend, discharge, and to lay off Registered Nurses; to determine staff and establish work standards, schedules of operation and work load; to specify or assign work requirements or overtime; to assign work and decide which Registered Nurses are qualified to perform such work; to schedule and change work hours, shifts and days off; to adopt, revise or delete Employer policies governing the employment of Registered Nurses, including but not limited to rules of conduct and safety and for penalties for violations thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services; to determine the location and relocation of the hospital or any services; to effect technological changes; and to determine the quality of patient services.

205

Dispute Resolution

206

Where the Employer's right, power, or authority is specifically abridged by an express provision of this Agreement, the Associations shall have the right to use the Grievance and Arbitration procedure to challenge an Employer action concerning such right, power or authority, unless the Grievance and Arbitration procedure has been specifically excluded for a particular provision.

207

Supervisory Registered Nurses

208 The Parties agree that supervisory employees have, as a principal function, the supervision and management of the Medical Center. It is also agreed that supervisors may undertake patient care and clinical responsibilities as warranted by business and patient care considerations. Where the Associations have concerns about the amount of patient care functions performed by supervisory personnel, the Associations may bring such concerns to the attention of the Employer, and the Parties will meet in an effort to resolve same. Disputes concerning supervisory personnel patient care and clinical activities will not be subject to the Grievance and Arbitration Article. This provision shall not be construed as limiting the kind or amount of patient care or clinical responsibilities which supervisors may perform.

300 **ARTICLE 3**
STRIKES AND LOCKOUTS

301 During the term of this Agreement neither the Associations, nor their officers, staff representatives, members, or other representatives, nor any covered Registered Nurse, will authorize, instigate, aid, condone, participate in, or engage in any strike, sympathy strike, work stoppage, slowdown, boycott, leafletting adverse to the Employer's interests, informational picketing, or any economic action, interruption or interference with the Employer's work, or in any way impede the business of the Employer.

302 In the event of the occurrence of an unauthorized action, the Associations will notify their member Registered Nurses that such action is unauthorized, and shall order a return to work or cessation of such action by all Registered Nurses.

303 It is further agreed that the Employer shall not engage in any lockout of any unit or of the hospital during the term of this Agreement.

304 Claims by either Party of violation(s) of this Article, including a claim for damages and/or other remedies, shall be subject exclusively to the jurisdiction of the National Labor Relations Board (NLRB) and/or the courts, at the sole election of the individual Party. Claims by either Party of violations are not arbitrable and are not subject to the Grievance and Arbitration Article. Instead of arbitration, either Party may proceed immediately to the NLRB or to the courts, and neither party may take actions that attempt to preclude the other's choice of forum.

400 **ARTICLE 4**
MEMBERSHIP

401 Requirements

- 402** It shall be a condition of employment that all Registered Nurses employed by the Employer as of the ratification date of this Agreement and who have executed a Dues Authorization Form on or before August 7, 1989 shall become and remain members of the Associations in good standing during the term of this Agreement.
- 403** All Registered Nurses employed by the Employer as of the ratification date of this Agreement and who have not executed a Dues Authorization Form on or before August 7, 1989 shall have the option to join or to reject membership in the Associations. Those Registered Nurses who elect to be exempt from membership shall have the right to enroll as a member of the Associations at a later date.
- 404** All Registered Nurses covered by this Agreement and hired on or after its ratification date shall, as a condition of employment and within thirty-one (31) calendar days following the beginning of such employment become and remain a member of the Associations in good standing during the term of this Agreement.
- 405** For purposes of this Article, membership in good standing is satisfied by:
- 406** (1) joining the Associations and paying uniform and customary initiation fees, periodic dues, assessments and other fees as may be required of members by the Associations, or;
- 407** (2) refraining from joining the Associations and instead paying periodic service charges equal to the periodic dues paid by Association members, or;
- 408** (3) contributing through payroll deductions to charitable organizations under the United Way in an amount equal to the periodic dues uniformly required as condition of membership, if the Registered Nurse has a religious or conscientious objection to joining or financially assisting a labor organization.
- 409** Maintenance of Membership
- 410** Registered Nurses who are required hereunder to maintain membership in the Associations in good standing and fail to do so shall, upon proper and lawful notice of such intended action in writing from the Associations to the Registered Nurse and to the Employer, be given thirty-one (31) calendar days' notice of termination, or shall be allowed to resign with proper notice.
- 411** New Employee Notice
- 412** At the time of employment, a copy of this Agreement and a self-contained packet of

Association materials provided by the Associations, shall be given by the Employer to each newly hired Registered Nurse. A written notice stating the Employer recognizes the Union as the sole collective bargaining agent for the Registered Nurses covered by this agreement and the current form provided by the Associations for authorizing voluntary payroll deduction of periodic dues or charges will be included in the packet of materials.

- 413** The Association shall have access to newly hired nurses for thirty (30) minutes during nursing orientation to discuss union membership, the collective bargaining agreement and related issues.
- 414** On a yearly basis, the Employer will provide the Association with an alphabetized list of all Registered Nurses. The list will be via FTP (File Transfer Protocol) and will contain the names, addresses, job classification titles (RN) and status (full-time, part-time, per diem), the last five digits of the employee's Social Security numbers, rates of pay, hire date, adjusted hire date, bargaining unit seniority date, employer/employee ID, phone number, shift (night, day, eve) unit to which the nurse is assigned, and nurse license number. The employer will provide to the Association a monthly list of changes to the above via FTP that have occurred within the bargaining unit, and will provide a list of separated bargaining unit nurses and date of separation.
- 415** Payroll Deduction of Association Dues
- 416** During the term of this Agreement the Employer will honor written assignments of wages to the Associations for the payment of periodic dues or service charges when such assignments are submitted on the standard form provided by the Associations. Dues or charges deducted shall be remitted along with a data listing on a monthly basis to the State Treasurer of the Associations.
- 417** Dues Authorization Forms may be revoked by the Registered Nurse on or after one (1) year following the execution date appearing on such form, or within a fifteen (15) calendar day period prior to the expiration of this Agreement, or after the expiration date of this Agreement.
- 418** The Dues Authorization form may not be utilized for establishing charitable contributions as set forth in Paragraph 408.
- 419** Indemnification
- 420** The Associations shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of and by reason of any action which may be made by any person or entity by reason of the provisions of this Article or of deduction of Associations membership dues or service charges, which includes

the cost of defending such claim. The Associations will have no monetary claim against the Employer by reason of failure to perform under this Article.

421 No Discrimination

422 There shall be no discrimination by the Employer or by the Associations against any employed Registered Nurse or applicant for such employment due to membership or non-membership in the Associations, or due to their activities or views in support of or contrary to the Associations. Any claimed violations shall be subject exclusively to the National Labor Relations Board or the Grievance and Arbitration Procedure of this Agreement.

423 Cope Check Off

424 The Employer hereby agrees to honor contribution deduction authorizations from its employees who are Union members in the following form attached as Attachment E.

425 The Union will hold harmless the Employer against any claim which may be made by any person by reason of the COPE deductions described herein, including the cost of defending against such claim. The Union will have no monetary claim against the Employer by reason of failure to perform under this Article.

**500 ARTICLE 5
NO DISCRIMINATION**

501 The Employer and the Union share a commitment to provide high-quality, therapeutic, accessible, affordable healthcare to the communities we serve. The Employer and Union further agree that they use their best efforts to provide the highest level of patient care and that they will work together to improve the lives of the people and communities they serve, as well as to maintain a constructive working relationship by: recognizing our own values and the values of others; providing excellent care with gentleness and kindness; acting with integrity, clarity, and honesty; supporting those who lack resources for a healthy life and full human development; and being continuously resourceful and creative. All Parties recognize that it is also to their mutual advantage to have efficient and continuous operations of the Hospital in order to provide quality patient care. This may be accomplished by performing in an efficient, courteous and dignified manner when interacting with fellow employees, patients and the public and physicians. All personnel who work at St. Francis Medical Center should adhere to the behavioral standards and values of the hospital. Complaints by a Registered Nurse that any employee, including management, or a physician have violated St. Francis Medical Center standards or values should be

investigated and remedied, when appropriate. In this respect, the Employer acknowledges the benefits of understanding the diversity in the workplace and our society as a whole.

502 The Employer and the Association agree to comply with all applicable federal and state statutes and regulations and all municipal ordinances pertaining to equal employment opportunity.

503 Any claim that either the Employer or the Associations have engaged in discriminatory conduct will be determined in accordance with federal and state laws, and the enforcement mechanisms and agencies created by such laws. This includes the Employer's or the Associations' rights to appeal or challenge any administrative or other ruling relative to a claim of discrimination.

504 If a Registered Nurse(s) or the Associations contend that discrimination has occurred, such claims may be processed under the Grievance Procedure up to but not including the Arbitration Process. Claims of discrimination are not subject to arbitration, and no arbitrator shall have the power, authority, or jurisdiction to hear claims of discrimination, whether or not any such claims falls within or without the forms and types of discrimination prohibited by this Article. Notwithstanding the language above, if the Union, Grievant and Employer are all in agreement that the claim(s) should be arbitrated, the Union, Grievant and Employer can submit such claim(s) to binding arbitration in lieu of civil litigation. Any such arbitration must be held in accordance with the California Supreme Court decision in *Armendariz*.

505 The Employer's policies and state and federal law also prohibit discrimination, harassment and retaliation based on legally protected activities or for taking a legally protected leave.

600 **ARTICLE 6**
ASSOCIATION REPRESENTATION

601 Association Representatives

602 No Registered Nurse shall be intimidated, coerced or threatened when seeking union representation or when engaging in protected concerted activities.

603 The Association will be allowed to have a reasonable number of Association Representatives, not to exceed a total of twenty (20), to handle the processing of grievances, as defined in the Grievance and Arbitration Article. The Association shall, in writing, advise the Employer of the names of the Association Representatives annually.

- 604** The Association President will serve as the Chief Association Representative within the Medical Center and may serve as a Representative on the Association President's assigned shift of work if the Association President serves as an Association Representative as referred to in Paragraph 603, the Association President shall constitute one (1) of the Representatives that the Association may appoint under said Paragraph.
- 605** In the extended absence of a regular Association Representative, for any reason, the Association shall have the right to appoint an alternate to serve during the Association Representative's absence, and the Association will so advise the Human Resources Department. If the Registered Nurse is unable to identify available representation, he/she must either participate in that investigatory meeting within twenty-four hours of the Registered Nurse being noticed for the meeting or on their next scheduled shift. Failure to do so will result in the Registered Nurses' removal from the schedule until such time the meeting is held unless this provision is waived by management.
- 606** Should a Registered Nurse be interviewed by quality management/risk management for the purpose of a patient related review or investigation, the Registered Nurse may request union representation.

The Employer and the Association recognize the importance of a Root Cause Analysis ("RCA") or other review conducted by Risk Management/Quality. During a RCA, background and facts may need to be gathered. However, the intent of a RCA is to engage in a collaborative self-critical analysis to improve patient safety. The Employer and the Association agree the purpose of an RCA is to investigate processes, procedures and systems that advance safe quality care. Due to the sensitive nature of the RCA process, the Employer and the Association recognize and agree that all Parties involved with the RCA process will maintain a courteous, dignified, and respectful environment. A RCA is not part of the disciplinary process, and the evidence obtained from a RCA may not be used as part of the disciplinary process. The privileged nature of a RCA is embodied in such statutes as California Evidence Code Section 1157. Because the RCA is not a process which can lead to discipline, there is no right to representation during a RCA. A Human Resources representative shall not attend a RCA.

An event triggering a RCA may be separately investigated by Human Resources. Because the Human Resources investigation could lead to discipline, a Registered Nurse has the right to representation during the Human Resources investigatory interview. Such investigation shall be independent of and shall not rely on any evidence or information obtained during a RCA.

- 607** Association Representatives and grievant Registered Nurses who attend grievance meetings shall not suffer a loss of wages when they are required to

attend such meetings scheduled on those individuals' shift of work at the Employer's request. Efforts shall be made to schedule grievance meetings on non-work time with a minimum of forty-eight (48) hours' notice to the grievant. The Employer will provide a Registered Nurse with a minimum of four (4) hours' notice of a disciplinary meeting. When giving notice to a Registered Nurse, the Employer will provide a union representative list. Association Officers and Representatives shall conduct their Association activities such as discussions with Registered Nurses, investigating problems, and the posting of material(s), etc., on non-work time. Association Officers and Representatives may confer with a Registered Nurse on non-work time in non-work areas including the cafeteria and lounges.

- 608** Duly authorized Association Representatives already scheduled to work shall be released without loss of pay to attend grievance and/or Weingarten meetings during the workday.
- 609** Upon appropriate advance notice from the Union, up to four (4) officers of St. Francis Registered Nurses Association shall each be granted up to forty six (46) straight time hours per calendar year for the purpose of engaging in Union business at St. Francis Medical Center which shall include participation at grievance meetings (see paragraph 607 of CBA) and any other meetings directly related to the Registered Nurses at St. Francis Medical Center. The hours may be used in various increments ranging from one (1) hour to twelve (12) hours. The hours must be tracked and documented by the individual officer.
- 610** In addition, it is understood that every other year the Union holds a three day convention. The Employer will not unreasonably deny a representative number of Registered Nurses the ability to attend the convention. It is also understood that every Registered Nurse shall utilize two (2) days of PTO if attending on regularly scheduled workdays to attend the three (3) day UNAC/UHCP State Convention. Upon mutual agreement, the Registered Nurse may work additional days in the workweek so long as the additional shift do not incur premium or overtime. UNAC/UHCP commits to making every effort not to hold the convention between the November 15th and January 10th holiday period. Where a department has an Affiliate Officer that attends the convention, at least one additional RN may attend if elected as a convention delegate.
- 611** For the purposes of this Agreement, non-work time shall include rest breaks and meal periods.
- 612** Meetings of the Associations shall not be held on the Employer's premises without prior approval. Requests for meeting space will be made to the Vice President of Human Resources or designee.

613 State Associations Officials and Representatives

614 State Associations Officers and Staff Representatives giving advance notice, and receiving permission from the Vice President of Human Resources or designee, which permission shall not be unreasonably denied, may visit the Medical Center Premises for the purpose of meeting with a Registered Nurse to discuss issues pertaining to this Agreement, discussing matters pertaining to this Agreement with Management representatives, assisting in the adjustment of grievances, and attending other meetings between the Employer and Association representatives as described in the Grievance and Arbitration Article. Any meeting with a Registered Nurse shall take place on the individual's non-work time and in a non-work area outside of patient care areas, unless otherwise approved by the Employer. If the purpose is restricted to attendance at a meeting where the Agreement specifies that State Associations Officers or Representatives shall be in attendance, then a prior notice shall not be required, but the activities shall be limited to such meeting attendance.

615 The Employer will provide UNAC/UHCP with a badge that will allow access to the facility. The badge will be available at the main lobby security desk. The badge will be used for access and be presented back to the main lobby security desk upon leaving the facility. The Association shall provide the Employer with the name of the duly authorized State Representative.

616 Association Bulletin Board and Posted Materials

617 The Employer shall provide space in an appropriate location, as mutually agreed, for three (3) glass enclosed and locking bulletin boards to be provided by the Associations. The Associations shall maintain the bulletin boards, and shall hold a minimum of two (2) keys for each of said bulletin boards.

618 Space shall also be provided on existing bulletin boards in nurses' lounges, or, on unit bulletin boards not exposed to the public where there is no nurses' lounge, and in the staffing office, for the posting of Associations material. The Associations agree that material posted shall contain no derogatory or controversial comments regarding the Employer or others, or the Employer's activities, or which discusses economic action against the Employer. All material posted by the Associations must be designated as Association material.

619 Associations Leave of Absence

620 A Registered Nurse who becomes a full-time State Associations Officer or Staff Representative may request a leave of absence for Associations business in accordance with the Leaves of Absence Article.

Union Leave

- i. The Association should first approve Union Leave and then request the leave of the Registered Nurse through Human Resources and the Chief Nursing Officer in writing.
- ii. The Employer would agree to Union Leave up to 60 days, to be extended by the mutual agreement of the Parties. The Association may request Union Leave in excess of 60 days and such request will be considered on a case by case basis depending on staffing needs. While the Employer agrees that two (2) Registered Nurses may be on Union Leave at a time, Registered nurses in the same unit may not be on Union Leave at one time.
- iii. The Employer would agree to maintain the health care benefits for the first 30 days. Thereafter, the Associations will reimburse the Employer for the entire cost of COBRA for the time of the approved Union Leave. The Employer agrees that the Registered Nurse on approved Union leave shall not suffer the loss of any accumulated benefit or seniority.

Return to Work from Union Leave

- i. When a Registered Nurse returns to duty in compliance with the authorized leave of absence, such Registered Nurse shall be reinstated in the same classification, positions, shift, unit and scheduled hours in which such employee was employed before his/her absence. If conditions in the Medical Center have so changed that it would not be feasible to reinstate him/her in such manner, then the Employer will reinstate the Registered Nurse to as nearly comparable a position and shift as is reasonable under the circumstances. If a Registered Nurse wishes to return from leave early he/she must give the Employer at least two (2) weeks' notice prior to reinstatement.

621 Registered Nurse Committee

622 The Parties seek to improve professional performance and to assure the development and maintenance of the highest levels of patient care.

623 The Registered Nurse Committee (RNC) is a representative body comprised of both management and bargaining unit Registered Nurses who recognize the evolving nature of nursing and who are committed to the practice of professional nursing. The RNC provides a collaborative setting to address issues, resolve problems and create general ideas for change. The RNC develops and supports programs which enhance harmony and teamwork in a culturally diverse setting. The RNC encourages

professional growth and professionalism in accord with promoting continually improving patient care and a climate conducive to patient satisfaction.

- 624** A Registered Nurse Committee is hereby established through which covered Registered Nurses will meet with management representatives every other month in the odd months. In January and May of each year, the schedule for such meetings shall be established for the following six (6) month period. The meetings require the attendance of the Vice President of Human Resources, the Vice President of Patient Care Services, and a local union officer unless it is mutually understood between the Vice President of Human Resources and the President of the St. Francis Registered Nurses' Association that the Vice President of Human Resources cannot attend. Specifically excluded from the Registered Nurse Committee agenda are economic issues, matters subject to collective bargaining, or any issue otherwise covered by this Agreement. The activities of the Registered Nurse Committee are advisory only and are not subject to the Grievance and Arbitration Article.
- 625** Prior to the Registered Nurse Committee convening the Vice President of Human Resources or his/her designee and the Vice President of SFRNA or his/her designee it will prepare a meeting agenda. The Parties will reduce to writing any agreements reached by the Employer and the Union at the Registered Nurse Committee meeting, including timelines and expected actions. If either party fails to complete the action by the agreed upon timeline, then by mutual agreement the timeline can be extended. In addition, the Parties will reduce to writing meeting minutes maintained at the Registered Nurse Committee meeting. Said notes will be reviewed and amended/modified and agreed to by initialing within fifteen (15) calendar days of the Registered Nurse Committee meeting by the Vice President of Human Resources or his/her designee and the Vice President of SFRNA or his/her designee.
- 626** The RNC will be limited to two (2) hours duration. In addition, Union members receiving paid time shall not exceed ten (10) members. The total amount of paid time shall not exceed one hundred twenty (120) hours of paid time per calendar year.
- 627** One UNAC/UHCP Staff Representative may also attend the RNC meeting.
- 628** It is the intent of the RNC to reach mutually acceptable resolutions to all issues presented by either Management or SFRNA, and to encourage the sharing of opinions in an atmosphere of congeniality and cooperation. In that spirit, if issues remain unresolved, a duly authorized representative of the Association and the Employer shall meet in a good faith effort to resolve the open issues. If issues remain unresolved, by mutual agreement the Parties may utilize mediation.
- 629** Attendance at the Registered Nurse Committee meetings, if any, shall be limited to those needed by both Parties.

630 Registered Nurse Committee meetings shall normally be held on scheduled work days. Registered Nurse members of the Committee shall be afforded straight time pay for the time spent in such meetings.

631 A scheduled Registered Nurse Committee meeting shall not be cancelled unless by mutual agreement or due to bona fide extenuating circumstances.

632 Staffing Objection Forms

633 The Association may place Staffing Objection Forms in the Human Resources Department in an area designated by the Vice President of Human Resources.

700 **ARTICLE 7**
DISCIPLINE AND DISCHARGE

701 Right to Discipline

702 The Employer shall have the right to discharge or assess disciplinary action, including utilization of corrective action, against any Registered Nurse for just cause only. The Employer should endeavor to utilize progressive discipline, where appropriate, and do so consistent with the conduct/offense at issue. Such progressive discipline may include corrective action plan, verbal counseling or written counseling/warnings (first, second) or final written warnings or suspensions. It is understood that the Employer reserves the right to terminate a Registered Nurse without progressive discipline when it deems it appropriate.

703 The Corrective Action Process recognizes the value of all employees and the significant investment each employee represents, and is reflective of our commitment to retain employees whenever possible. The focus of this process is to develop a collaborative approach to resolve performance or behavioral issues. The Corrective Action Process is intended to be an open process that utilizes a problem solving approach to address issues and to correct performance and/or behavioral concerns. It is the intent of the Employer to utilize the progressive process appropriate to the offense and employee record of service. The Employer and the Union should explore ways to build employee commitment, generate self-discipline and ensure individual responsibility and accountability for performance and behavior.

704 The Employer and the Association jointly embrace Just Culture. The Parties recognize that Just Culture functions to ensure safe quality care and provides both the Employer and the Registered Nurses the opportunity to explore and investigate processes, procedures and systems that advance safe quality care. In the event an issue or

incident occurs related to patient safety, the Employer will make every effort to examine the core fundamental cause utilizing the practices and algorithm of Just Culture. It is the mutual intent of both Parties to ensure safe quality patient care through ensuring best practices and shared learnings.

In the spirit of collaboration the Parties understand that healthcare delivery presents safety risks to both patients and staff. To manage these risks, the Employer and the Association should strive to be a learning organization; preoccupied with learning from every close call, error and adverse event; where employees recognize risks that are present in systems and processes, and are committed to making those systems as safe as possible. The ability to identify systemic risks and implement sustainable mitigations requires transparency and trust. The Employer and the Association will endeavor to maintain an environment of safety. This paragraph is a statement of philosophy and is non-grievable.

705 When work performance deficiencies present themselves, the manager/supervisor, where appropriate, should develop an Individual Corrective Action Plan, which sets forth the specific issues relating to performance or behavior; establishes expected performance or behaviors; verifies the employee's commitment to the Individual Corrective Plan; and establishes a time frame for achievement of performance or behavior expectations. The Manager/Supervisor should prepare a written memorandum that summarizes the Individual Corrective Action Plan. The employee must sign the memorandum as an expression of commitment to the Individual Corrective Action Plan. If a Union representative is present at the meeting, such representative will be asked to sign the memorandum evidencing attendance at the meeting and agreement with the Individual Corrective Action Plan. A copy of the Individual Corrective Action Plan will be placed in the employee's departmental file for an agreed upon period of time. The Individual Corrective Action Plan will be removed from the employee's departmental file if the employee has demonstrated total compliance with the Individual Corrective Action Plan for eighteen (18) months. Should the employee engage in the same or similar conduct that gave rise to the need for an Individual Corrective Action Plan, the original Action Plan will be permanently placed in the employee's departmental file.

706 The foregoing shall not limit the Employer's right to place a Registered Nurse on paid investigatory suspension to determine whether disciplinary action is in fact warranted.

707 Formal discipline imposed by the Employer as individual circumstances warrant may include any or all of the following: (1) corrective action plan, (2) verbal counseling, (3) written warnings, and (4) suspension and/or discharge. Where appropriate and consistent with the concept of just cause, the Registered Nurse who has been disciplined short of discharge will be provided reasonable opportunity to improve

work performance.

708 Materials relating to discipline shall not be used as a basis for progressive discipline, if after eighteen (18) months, the Registered Nurse has been “discipline free.” In such cases, any verbal disciplinary notices shall, upon request, be removed from the Registered Nurse’s personnel file. If there are no further occurrences relating to the discipline after eighteen (18) months of the date of issuance of any written warning, the written warning shall, upon request, be removed from the Registered Nurse’s personnel file. It is expressly understood that the Employer may maintain a record of any written warnings, final or otherwise, in order for the Employer to protect its legal interests and responsibilities, provided that such records shall no longer appear in the Registered Nurse’s personnel file and immediate supervisors and directors shall not have access to such information after twenty four (24) months. A Registered Nurse shall have the right to review his/her personnel file in accordance with California Labor Code Section 1198.5

709 Right to Representation

710 A Registered Nurse shall have the right to request an Association Representative to be present at any meeting with the supervisors or management representatives when the Registered Nurse reasonably believes such meeting may result in discipline or discharge. The supervisor or management representative will advise the Registered Nurse whenever the meeting is to be investigatory and may lead to discipline or discharge as to that individual. The Registered Nurse’s representative shall be either an Association Representative or other state or local Associations Representative. The representative shall be chosen by the Associations, and shall be present and available promptly upon the Registered Nurse’s request. The failure by the Registered Nurse to request, or the Associations to timely provide, representation shall not preclude the Employer from imposing discipline if, in its judgment, such discipline is warranted.

711 Suspension

712 When a Registered Nurse is suspended pending investigation pursuant to Paragraph 706, and it is determined by the Employer that the Registered Nurse shall be returned to work, the Registered Nurse shall experience no loss of pay and will receive any compensation due within that pay period. Should an RN’s paycheck be negatively impacted due to an investigatory suspension, the Registered Nurse’s compensation will be paid on the next business day (Monday – Friday, holidays excluded) following the date on which the Employer determined that the Registered Nurse shall be returned to work. The exception to this will be where the Employer has imposed an unpaid disciplinary suspension, not to exceed three (3) shifts. When a Registered Nurse is placed on investigatory suspension, the Registered Nurse shall receive in writing the reason for the leave, the anticipated length of the leave (which generally should not

exceed seven (7) calendar days -- unless the hospital believes additional investigation time is needed), and the location of the meeting. The Parties agree that a Registered Nurse may have union representation present when notice of an investigatory leave/suspension is provided, and the Employer will endeavor to notify the Union at least 4 hours before the meeting takes place, except in exigent circumstances which may include drug diversion, assault, sexual harassment or situations involving employee or patient safety.

- 713** Should management/administration determine that an investigatory suspension is appropriate on off-shifts (2nd shift, 3rd shift or weekends), the Registered Nurse shall be given in writing, by management, the reasons for the investigation and the name, phone number and day/date/time of the expected contact with management or Human Resources. The initial contact date/day should normally not exceed one (1) business day.
- 714** Should a complaint arise regarding a Registered Nurse through the Corporate Compliance Hotline or/and Risk Pro system, the complaint shall be reviewed with the Registered Nurse. The Employer will investigate the issue. If as a result of the complaint, the Employer believes that an investigatory suspension is appropriate, the Registered Nurse will be placed on an investigatory suspension during such investigation. If through the investigation, the Employer believes that discipline is appropriate, such discipline will be issued in accordance with the collective bargaining agreement.
- 715** Notice to the Associations
- 716** Upon termination, the Registered Nurse shall receive appropriate termination documentation, including the reason(s) why the termination is taking place. The termination must be conducted in Human Resources and the Registered Nurse shall be afforded Union representation at the meeting, if requested.
- 717** The Employer shall notify the Associations of any discharge of a Registered Nurse, for any reason, within fourteen (14) calendar days following the action taken. The date of notification shall be deemed to be the date that the notice to the Associations is postmarked. Such notice shall include a statement of the reason for the discharge. In the event an Association Representative was present during the termination proceedings, the Association will be deemed to have been notified.
- 718** If the Associations are not notified within the fourteen (14) calendar days, the time limit for filing a grievance under the Grievance and Arbitration Article will commence on the date that a written notice to the Associations is postmarked.
- 719** Registered Nurse Copies

720 Registered Nurses will receive copies of all written disciplinary notices and counseling notices and other documents related to performance placed in their personnel files at the time of issuance, and shall have the right to rebut in writing any of such documents. Written rebuttals will also be placed in the personnel files appended to rebutted documents.

721 Personnel Records

722 Registered Nurses may review their personnel files upon request during non-working time. Review of files shall take place during normal business hours of the Employer's Human Resources Department. An Employer representative will be present during such review. If it deems necessary, the Employer may require three (3) business days advance notice of a request for personnel file review before making the file available. Any records of conversations/discussions with a Registered Nurse maintained by the Employer, whether in the Registered Nurse's personnel file or a manager's "anecdotal file" must be professional and appropriate. Such records should be shared with the Registered Nurse upon request.

723 In any case(s) where the Employer and the Associations agree to revise or remove personnel records documents, the Employer shall provide appropriate evidence of same.

800 **ARTICLE 8**
GRIEVANCE PROCEDURE

801 Grievance Procedure

802 Any complaint or dispute arising between a covered Registered Nurse and the Employer concerning the interpretation or application of the express provisions of this Agreement, including express provisions relating to wages, hours of work, and other conditions of employment, shall be resolved in accordance with this Article, except where a specific provision has been excluded from being resolved through the Grievance and Arbitration procedure.

803 First Step

804 A Registered Nurse who believes a grievance or complaint exists will discuss such matter with the immediate supervisor within five (5) calendar days, and may do so with or without an Association Representative being present. After meeting and verbally discussing the matter with the immediate supervisor, should the issue remain unresolved, the Registered Nurse shall discuss the matter with the Clinical Director or designee within five (5) calendar days, and may do so with or without an Association

Representative. Nothing shall preclude the Registered Nurse from first having consulted with the Association as the Registered Nurse elects.

- 805** After meeting and verbally discussing the matter with the immediate supervisor and the Clinical Director or designee, should the issue remain unresolved, the Registered Nurse may elect to submit a written grievance within fourteen (14) days of the conclusion of the meeting between the Registered Nurse and the Clinical Director or designee, and if the grievant elects to do so, the Associations' standard Grievance Statement and Record form shall be used. If the Employer fails to respond to the grievance within the allowable time, the grievance will be considered denied and moved to the next step.
- 806** It is the intent of the Parties that each shall fully and honestly disclose, at all steps, the facts known to it in an effort to resolve disputes.
- 807** The original written grievance form will be served on the Vice President of Human Resources or designee and a copy to the Employer. Remaining copies are distributed as specified on the form. The immediate supervisor may elect to schedule a meeting following receipt of the written grievance, or proceed to issue the written response. A written response must be made by the Clinical Director within fourteen (14) calendar days following the conclusion of the meeting, or within fourteen (14) calendar days following the Department of Human Resources' receipt of the written grievance. Copies of the written First Step answer will be forwarded to the grievant and to the Association Representative. No copy is mailed to the State Associations at this step.
- 808** Second Step
- 809** If the Clinical Director's response from the First Step does not resolve the grievance, or if there is no response received within the specified time limit, the grievance may be appealed to the Second Step by the Association. The appeal must be made within fourteen (14) calendar days of the date the Clinical Director's final response is mailed or personally served on the grievant. Appeals will be made to the Vice President of Human Resources or designee.
- 810** The Second Step meeting will be scheduled within fourteen (14) calendar days following receipt of the appeal, in writing, by the Vice President of Human Resources or designee. Such meeting will be scheduled at a mutually acceptable time. The Second Step meeting shall include the grievant and the department manager and such other principals as either Party deems appropriate, not to exceed a total of four (4) persons from either Party.
- 811** The written response to the grievance at the Second Step will be mailed or emailed to a local officer of the Association and the State Associations office within fourteen (14) calendar days following the conclusion of the Second Step meeting(s). If the Employer

fails to respond to the grievance within the allowable time, the grievance will be considered denied and moved to the next step.

812 The Second Step of the grievance procedure shall constitute the final investigatory stage of the proceedings. If mutually deemed appropriate, final decisions shall serve to set precedent in other like grievances which may be filed in the future. There shall be no retroactive applications to other grievances.

813 Arbitration

814 If the Employer's response from the Second Step does not resolve the grievance, or if there is no response received within the specified time limit, the grievance may be appealed by the State Associations to binding arbitration. A copy of the Employer's response will be provided to the Association President.

815 Appeals to arbitration must be in writing to and received by the President/CEO or designee within fourteen (14) calendar days following personal service or mailing of the Employer's written response to the grievance at the Second Step.

816 Arbitrator

817 An Arbitrator may be mutually agreed to by the Parties, or the Parties will make a request to the American Arbitration Association for a panel of five (5) Arbitrators. Selection of the arbitrator shall then be made by the Parties alternately striking names with the remaining name to be the Arbitrator. Choice of first striking shall be by lot.

818 An Arbitrator is only authorized to provide interpretation of the application of the express provisions of this Agreement. The Arbitrator shall have no power to add, to subtract, to alter, or to amend any portion of the Agreement, or to substitute the Arbitrator's judgment for that of the Party whose action is being grieved.

819 The decision and award rendered by an Arbitrator shall be final and binding on the Parties. Extension shall only be by mutual written agreement of the Parties.

820 The expenses of arbitration including reporting services and a copy of the transcript for the Arbitrator shall be shared equally by the Parties, with each Party individually responsible for the expense of its own transcript(s). Each Party shall be responsible for the cost of its representation and witness expenses.

821 General

822 An Arbitrator's or the Employer's decision in any one case shall not create a basis for retroactive adjustment in any other case, except where the Parties have

predetermined that a decision will have other specific applications.

823 Decisions of the Parties in the settlement of grievances at the First or Second Steps of the grievance procedure shall not establish precedent in any other case, except as provided in Paragraph 812, and such settlements may be resolved in any mutually acceptable way which does not violate the terms and conditions of this Agreement, nor any state or federal statute. The Parties may mutually decide to apply a previously reached decision toward the settlement of subsequent grievances.

824 Paycheck errors created by management shall be corrected and paid to the Registered Nurse within twenty-four (24) hours of the notice of the error being brought to the attention of a management representative, Saturdays, Sundays and holidays excepted. Upon a request by the Registered Nurse, the corrected paycheck/paystub shall be made available to the associate. Paycheck clerical errors may be presented for correction for up to one (1) year from the date of such error(s).

825 Discharge and Association or Employer grievances will be filed by the Association or the Employer directly to the Second Step of the grievance procedure.-

826 At each step of the grievance process, a date stamped receipt will be provided to the Association Officer processing the grievance by the Vice President of Human Resources or designee.

827 Time Limits

828 Time limits at any point in the grievance procedure may be extended by the mutual written agreement of the Parties. Any step of the grievance procedure may be mutually waived, however, no matter may be appealed to arbitration without first having been processed through the Second Step. When a step is waived, then the time limits in the next step shall apply, and references to time limits shall refer to the last step or to paragraph 804 as applicable.

829 Mediation - Arbitration

830 A grievance may only be referred to mediation-arbitration by mutual agreement of the Parties following a timely appeal to arbitration, or to the Second Step, whichever is applicable. The same grievance may only be referred once to mediation-arbitration.

831 The Mediator shall be selected by mutual agreement and cannot be utilized in arbitration. The expenses and fees of the Mediation shall be shared equally by the Parties.

832 Attendance at the mediation shall be limited to those necessary by both Parties.

833 The mediation-arbitration process shall be informal in nature.

834 The Mediator's role shall be to assist the Parties in resolving the grievance.

835 The Mediator's opinion shall be advisory, not final and binding and inadmissible at the Arbitration.

836 If the grievance is not settled, the Parties are free to arbitrate.

837 The grievant Registered Nurse will be permitted time off, subject to staffing availability, to attend mediation-arbitration proceedings, without loss of pay.

900 **ARTICLE 9**
PROBATION AND EVALUATION

901 New Hire Probation

902 Each newly employed Registered Nurse, and those who are rehired following a break in continuous service, will serve a basic ninety (90) calendar day probationary period. The probationary period for Part-time and Per Diem Registered Nurses shall consist of five hundred and twenty (520) hours of work, or six (6) calendar months worked, whichever occurs first.

903 If the Employer determines that a Nurse (a) will not pass the 90 calendar day probationary period, or (b) that the 90 calendar day probationary period needs to be extended, the Employer shall notify both the Nurse and the Association prior to the end of the 90 calendar day probationary period or prior to the end of the extended probationary period. Such notification shall be in writing to both the Nurse and the Union. The Employer may extend the new hire probationary period for an additional ninety (90) calendar days. If the Employer does not provide notification of separation or extension within 90 calendar day probationary period, then the Nurse shall be presumed to have passed her probationary period. When a Nurse's probationary period or extended probationary period has ended, the Employer shall have up to an additional 14 calendar days to provide an evaluation to the Nurse.

904 During the probationary period a Registered Nurse may be discharged or disciplined for any reason and shall have no recourse to the Grievance and Arbitration Article. The Union shall not pursue recourse for such discharge or discipline under Article 8 Grievance Procedure. However, this does not preclude a probationary employee from filing grievances related to contractual violations or disputes such as pay errors, improper cancellation, etc.

905 Performance Evaluations

906 All Registered Nurses will be reviewed within thirty (30) calendar days of their review date by their Unit Manager or Supervisor. The Registered Nurses will be given the opportunity to read and comment upon formal performance evaluations prior to the placement of such in their personnel files. A copy of such material shall be given to the Registered Nurse at the time such documents are issued. The Registered Nurse may indicate any agreement or disagreement on the evaluation form and attach comments regarding such agreement or disagreement to the evaluation form. Any area indicated as improvement needed in the evaluation form will be re-discussed with the concerned Registered Nurse, at the latest, approximately six (6) months after the issuance of the evaluation. Registered Nurses who receive an overall "needs improvement" rating shall have received a written notice of the Registered Nurse's deficiencies, including information about how to correct such deficiencies, prior to receiving such overall evaluation. The Registered Nurses shall sign and date such material only as proof of receipt. The evaluation form is to be utilized to document the employee's general level of performance during the evaluation period and to provide notice to the employee of areas in which improvement is indicated. It is not the intent that performance evaluations are to be used for disciplinary purposes; however, an employee's performance rating and areas in which improvement is needed may reflect disciplinary issues. Should the Employer fail to conduct the performance evaluation review within the thirty (30) calendar days as indicated above, at the point the evaluation is conducted, such evaluation will cover the time frame of twelve (12) months prior to the actual date the evaluation is conducted.

1000 **ARTICLE 10**
SENIORITY

1001 Definitions

1002 For all Registered Nurses, except Per Diem and Temporary, Registered Nurse Classification Seniority shall be defined as the period of continuous service with the Employer beginning with the date the Registered Nurse first entered a Registered Nurse classification covered by this Agreement. Per Diem Registered Nurses shall receive Classification Seniority based on hours worked up to a maximum of forty (40) hours per week. Retroactivity will result in adjusted seniority for all current Per Diem classifications as of July 1, 1998 based on hours worked during the term of the 1995-1998 Labor Management Agreement.

1003 Should a Registered Nurse's Classification Seniority be adjusted, the Human Resources Department shall notify the Registered Nurse in writing of such change. Any Registered Nurse returning to the bargaining unit from a non-bargaining unit position shall receive, in writing from Human Resources, an adjusted seniority date in

accordance with the agreement, a step placement rate and, if applicable, a specialty placement rate. The Registered Nurse shall also receive data, where necessary, utilized to formulate the adjusted seniority date. Any written material shall also be provided to the President of the local affiliate, prior to the transfer occurring.

- 1004** Hospital Seniority shall be defined as the date on which the Registered Nurse began the most recent period of continuous service with the Employer.
- 1005** A Registered Nurse shall not accrue seniority during the probationary period. Upon successful completion of the probationary period, the Registered Nurse shall receive retroactive credit for Classification and Hospital Seniority from the first day of the probationary period.
- 1006** Use of Seniority
- 1007** Registered Nurse Classification Seniority shall be used for bidding on posted job openings, promotions, shift assignments, reductions in force, layoff, recall and for placement on a wage tenure step. Classification Seniority shall also apply in the scheduling of vacation and holiday paid time off. Specific provisions controlling the use of Classification Seniority for these purposes are included elsewhere in this Agreement. Hospital Seniority, if different than Classification Seniority, shall be used for benefit accrual purposes such as paid time off and pension.
- 1008** Upgrades from Other Classifications
- 1009** Registered Nurses who were upgraded within the hospital from other classifications shall be eligible to apply their Hospital Seniority for all purposes covered by this Agreement except bidding on posted job openings, shift assignments, and placement on wage tenure steps, vacation, holiday and paid time off selection.
- 1010** Reduction in Force
- 1011** At the time of a reduction in force, the Employer will provide the President of SFRNA and UNAC/UHCP with sixty (60) days written notice. Notice to the affected Registered Nurses will be made as soon as the planned details of the reduction in force have been finalized. Notice will not be unreasonably delayed. Upon request, the Association and the Employer will meet and confer over the reduction in force and bargain over the effects of the decision to layoff.
- 1012** At the time of a reduction in force, registry supplied Registered Nurse personnel will be the first canceled, unless staffing can only be achieved by the continued use of such personnel based on patient care considerations. Thereafter, the order of first reduction in force will be in the following category order: (1) Volunteers; (2) Temporary; (3) Per Diem; (4) regular Part-time and Part-time Wage Option nurses,

who were Full-time Registered Nurses, shall have the right to transfer into Full-time Registered Nurses positions, consistent with paragraph 1007 above, in order to avoid a loss of job. In such circumstances, the Registered Nurse agrees to remain in a Full-time position for at least two (2) years; (5) Full-time and Full-time Wage Option Registered Nurse, unless patient care considerations make it necessary to retain certain Registered Nurses out of seniority order.

- 1013** Probationary Registered Nurses who are laid off shall receive credit for actual time worked upon recall to employment, and upon successful completion of the probationary period.
- 1014** In a reduction in force, Registered Nurse Classification Seniority shall govern, except as set forth in Paragraph 1009, provided the qualifications, competency and ability of the affected Registered Nurses are substantially equal as determined by the Employer.
- 1015** A Registered Nurse affected by a reduction in force may elect to displace the least senior Registered Nurse in the same category, as described in Paragraph 1012, elsewhere in the hospital, provided the displacing Registered Nurse meets the entry level requirements for the position and has the current skills to perform the work in question, which determination shall be made by the Employer. In the event the displacing Registered Nurse does not meet the entry level requirements and/or does not have the current skills to perform the work of the position held by the next least senior Registered Nurse, then the job held by the next least senior Registered Nurse in the same category may be claimed, provided qualifications and skills exist as set forth above, and so on. Any Registered Nurse displaced as a result of the exercise of seniority by a more senior Registered Nurse as described herein shall be placed on layoff status.
- 1016** Registered Nurses affected by a reduction in force will exercise seniority rights under Paragraph 1015 in seniority order.
- 1017** An individual Registered Nurse who is laid off may exercise seniority as described in Paragraph 1015, or may elect to be placed directly on layoff status, and thereafter shall be provided recall rights as described herein.
- 1018** Severance Pay

- 1019** In the event that a Registered Nurse is laid off, the following severance pay will be provided:

<u>Service</u>	<u>Severance Pay</u>
Less than 1 year	2 weeks pay
1-2 years	3 weeks pay
2-3 years	4 weeks pay
3-4 years	5 weeks pay
4-5 years	6 weeks pay
5-7 years	7 weeks pay
7-9 years	8 weeks pay
9-10 years	9 weeks pay
10-15 years	12 weeks pay
15 years or more	15 weeks pay

- 1020** Recall from Layoff

- 1021** Laid off Registered Nurses shall be listed by Classification Seniority on recall list except as provided in Paragraph 1009, and will be subject to recall and rehire for a period of one (1) year from the date of layoff. It shall be the Registered Nurse's responsibility to timely inform the Employer of the Registered Nurse's current address and telephone number. Recall of laid off Registered Nurses shall be in the reverse order of Classification Seniority, except as provided in Paragraph 1009, starting with the most senior, and without regard to whether the available position is the same category or on the same shift as the job occupied by the Registered Nurse prior to layoff.

- 1022** When a job opening becomes available, the Registered Nurse will be notified by telephone, and a confirming letter will be sent by registered mail to the Registered Nurse. The Registered Nurse will be given five (5) calendar days from the date the verbal or written notification is received within which to inform the Employer whether the available position will be accepted. If the Registered Nurse does not respond within the five (5) calendar day period, the Registered Nurse will be moved to the bottom of the recall list.

- 1023** After accepting recall, Registered Nurses shall have two (2) weeks in which to return to work at the hospital, or to arrange a later return date if the Employer agrees. Failure to return to work within two (2) calendar weeks, or by a later return date as mutually agreed, will result in the Registered Nurse being removed from the recall list per Paragraph 1029. Any recalled Registered Nurse may return to work as soon as the Employer is notified and a schedule allowing for such return can be established.

- 1024** Recall rights will be extended for no more than two (2) job openings. When a Registered Nurse refuses an offer of recall in the same category and shift as the job held at the time of the layoff, the Registered Nurse will be moved to the bottom of the recall list after the first job offer. If the Registered Nurse rejects a second recall offer in the same category and shift as held at the time of the layoff, the Employer is absolved of any further responsibility. The Registered Nurse shall be allowed forty-eight (48) hours to respond to such recall offers. The Employer shall have the discretion to determine whether a Registered Nurse on layoff has the qualifications, competency and ability for a particular open position.
- 1025** After one (1) calendar year in which no recall has occurred, the Registered Nurse will be removed from the recall list.
- 1026** Return to the Bargaining Unit
- 1027** A Registered Nurse who transfers into a position with the Employer not covered by this Agreement shall not earn Registered Nurse Classification Seniority during the period the Registered Nurse holds such position. The Registered Nurse shall not forfeit previously earned Classification Seniority should the Registered Nurse desire to later return to the bargaining unit to a job classification covered by this Agreement. For purposes of layoff or recall a Registered Nurse employed outside the bargaining unit may not use accrued Registered Nurse Classification or Hospital Seniority within the bargaining unit.
- 1028** Loss of Seniority
- 1029** Registered Nurse Classification Seniority and Hospital Seniority shall be lost and the employment relationship ended as a result of any of the following:
1. Voluntary termination of employment,
 2. Discharge for just cause,
 3. Failure to return from any authorized leave of absence,
 4. Failure to return to work following recall, or removal from the recall list following a period of one (1) year.

1100

**ARTICLE 11
JOB POSTING AND FILLING OF VACANCIES**

1101 Job Posting

1102 Registered Nurse jobs under this Agreement which are permanently vacated and/or newly created will be posted for an initial period of seven (7) calendar days.

Interested Registered Nurses may bid for such jobs within the seven (7) calendar day period by completing a transfer request form provided by the Employer for that purpose. Should a qualified Registered Nurse bid within the seven (7) day posting period, the posting shall be removed and not extended. If the posting is not filled, it will be reposted and extended at the Employer's discretion.

- 1103** Those Registered Nurses who are classified as "New Graduates" may not transfer to another work unit until having completed twelve (12) months of satisfactory employment with the Employer, unless, by mutual agreement, the Employer and the Association determines that a New Graduate demonstrates exceptional qualities.
- 1104** In order to progress, a New Graduate must have met the following standards: completion of all competencies; completion of all validations; completion of all didactic coursework applicable to the New Graduate's department. The New Graduate must be able to integrate the nursing process, which includes: assessment and analysis, determination of a plan of care, intervention, reassessment, and evaluation. The New Graduate should maintain therapeutic communications and relationships. The New Graduate should maintain a safe work environment and demonstrate collaborative abilities.
- 1105** All job postings shall be placed in a locked glass covered bulletin board to be located, (1) outside of Human Resources, and (2) and in the Radiology Hallway. Each job posting shall be identified by a separate posting number and date. Specific job requirements where appropriate for a particular job opening will be given on the posted notice. Opening for specialty programs shall be identified and posted as Specialty Programs. The final date of posting will appear on the posted notice. No Temporary (Traveler/Registry) should be hired into a non-posted position. Traveler positions shall be initiated as a result of a vacancy, which shall remain posted until filled, with the exception of those travelers covering for employees on leaves of absence.
- 1106** All qualified Registered Nurses who bid for posted job openings during the seven (7) calendar day posting period shall be given preference for placement over outside applicants. If there are no bids received by the Employer during the posting period by any otherwise qualified Registered Nurses, the Employer may then fill the posted position from any source.
- 1107** Subject to the provisions of Paragraph 1106, after a job opening has been posted, and there are no qualified bidders within the seven (7) calendar day period, the posting will remain open until the job is either filled or canceled. In this respect, currently employed Registered Nurses will have the knowledge of the Employer's continuing need, either for personal interest or to advise Registered Nurses employed elsewhere.

- 1108** The above shall not preclude the Employer from filling a permanent vacancy on a temporary basis in order to assure continuity of patient care. Following selection and placement of an individual to fill the permanent vacancy, the temporary status shall be discontinued. This provision shall not have the effect of unduly delaying the job posting/bidding/selection process.
- 1109** Notice to the Association
- 1110** The Human Resources Department will forward a copy of each new Notice of Job Opening to the Association President at the time such new job is posted. Upon request, the Employer shall provide the Association with a list of all Travelers, the start and end date of his/her contract, unit and shift assigned.
- 1111** Selection
- 1112** The Employer shall be the sole judge of the competency, qualifications and abilities of those Registered Nurses who bid for a posted job, and shall have the exclusive right to determine the best qualified individual from among those bidding. No Registered Nurse shall be prevented from applying or interviewing for a posted position because of a discipline on the Registered Nurse's file. The discipline may be considered by the Employer in denying the transfer request or application, and denial solely on that basis shall not be subject to the Grievance and Arbitration process in Article 8. A Registered Nurse shall be ineligible to apply for a posted position or transfer if the Registered Nurse is the subject of a pending Human Resources investigation.
- 1113** Subject to the provisions of Paragraph 1106, when the competency, qualifications and ability of two (2) or more bidding Registered Nurses are substantially equal in the judgment of the Employer, then the Classification Seniority of such Registered Nurses shall be the determining factor used in filling a posted position.
- 1114** In the event two (2) or more Registered Nurses hold the same Registered Nurse Classification Seniority date, the Registered Nurse with the earliest employment application date shall prevail.
- 1115** Notification to Bidding Registered Nurses
- 1116** When the Employer fills a posted job or awards or denies a Specialty Program to a particular Registered Nurse, all other Registered Nurses who bid for the posted job or the Specialty Program shall be so notified in writing within ten (10) calendar days.
- 1117** New Job Trial Period
- 1118** Upon being selected for a posted job opening, the Registered Nurse will undergo a

new job trial period of thirty (30) calendar days. If the Employer determines during the thirty (30) calendar day period that the Registered Nurse is unsuitable for the new job, the Registered Nurse will be returned to the former job, or to a comparable job if the former job is not available. A comparable job is defined as being either in the same unit, held prior to bidding or on the same shift in another unit. Should the RN determine during the thirty (30) calendar day period that he/she is unsuitable for the new job, and if there is mutual agreement with the Employer, the RN will be returned to the former job, or to a comparable job if the former job is not available.

1119 Bidding Limitations

1120 A Registered Nurse who bids for and is awarded a posted job may not apply for any other posted job opening for a period of not less than six (6) calendar months, except with the approval of the Employer.

1121 A Registered Nurse with less than six (6) consecutive months of service may not bid for a posted job opening, except with the approval of the Employer.

1122 Notice of Termination

1123 In recognition of the difficulties which may be imposed on the Employer to recruit and orient replacements for Registered Nurses who terminate their employment for personal reasons, Registered Nurses are encouraged to tender at least two (2) calendar weeks notice in advance of their resignation. Where such notice is provided, the Employer may provide pay in lieu of notice as it deems appropriate. If the Employer decides to retain the Registered Nurse through the end of the notice period, the Employer will continue the Registered Nurse's regular assignments and schedule, unless such otherwise would not have been provided.

1200 **ARTICLE 12**
NEW OR REVISED JOBS

1201 At such time as the Employer establishes a new job classification covered by this Agreement, or substantially revises the content of an existing job classification covered by this Agreement, a new job description will be prepared for such new or revised job classification, and a determination will be made by the Employer as to the appropriate Appendix A wage range for such classification.

1202 The new job classification and proposed wage range of the new or substantially revised job classification shall be presented to the Association in writing as soon as possible.

1203 The Parties will meet to discuss the proposed wage range should the Associations

desire to do so. The Associations shall have no right to grieve the wage range or job requirements of the new or substantially revised job classification.

- 1204** When a wage range is established for a new job classification, or when a new wage range is utilized for a revised classification, such wage range shall be effective as of the date the job duties for such new or revised job classification are placed into effect.

1300 **ARTICLE 13**
HOURS OF WORK AND OVERTIME

- 1301** Standard Workday and Standard Workweek

- 1302** A standard workday is defined as the consecutive twenty-four (24) hour period beginning at the same time each calendar day that the Registered Nurse is regularly scheduled to work.

- 1303** A standard workweek is defined as a seven (7) calendar day period starting at 12:00 AM (midnight) on Sunday and ending at 11:59 PM on the following Saturday.

- 1304** Pay Period

- 1305** The payroll period shall consist of fourteen (14) day period beginning with Sunday at 12:00 AM.

- 1306** Premium Pay

- 1307** Registered Nurses who work an eight (8) hour schedule shall receive one and one-half times (1½x) their regular rate of pay for all hours worked over eight (8) in one standard workday, or over forty (40) in one standard workweek.

- 1308** Registered Nurses who work an eight (8) hour schedule shall receive two times (2x) their regular rate of pay for all hours worked in excess of twelve (12) in any one (1) standard workday.

- 1309** Shifts and Starting Times

- 1310** Three (3) standard eight (8) hour shifts of work will be established by the Employer normally based on the following general shift starting times:

1. Day Shift/First Shift 6:00 AM to 10:00 AM
2. Evening Shift/Second Shift 2:00 PM to 6:00 PM
3. Night Shift/Third Shift 10:00 PM to 2:00 AM

- 1311** Each Registered Nurse shall be regularly assigned a single shift of work which shall have a specified starting time. Changes in shift times may occur as patient care considerations dictate. Shift reassignments shall occur only if no other reasonable means of providing adequate staffing can be accomplished.
- 1312** In the interest of efficient operations, or, due to a change in patient care needs, if it becomes necessary to establish and/or change current schedules or shifts, the Employer will notify the Associations of the need for any such change prior to implementation. The Parties will meet to discuss the changes and engage in effects bargaining. Upon the Parties reaching agreement on the change, the affected RNs shall have a minimum of thirty (30) days notice prior to the implementation. In such instances, and where possible, the Employer will consider the preferences of the affected Registered Nurses, however, it is understood that the right to establish work schedules rests with the Employer.
- 1313** Alternate Shifts
- 1314** The Employer currently utilizes special alternate shifts of work, as follows; in particular department and/or units. Registered Nurses who work in such departments or units shall work such alternate shifts unless otherwise agreed with the Employer. Such alternate shifts in existence at the execution of this Agreement may be changed with prior notice and discussion with the Associations.
- 1315** Should the Employer desire to establish alternate shifts of work in departments or units where such shifts do not currently exist, the Employer may do so with prior notice and discussion with the Associations.
- 1316** Four Day Workweek
- 1317** Regular and Wage Option Full-time Registered Nurses who work four (4) scheduled workdays of ten (10) hours each shall be paid one and one-half (1½x) times their regular rate of pay for: (1) all hours worked in excess of ten (10) but less than twelve (12) during one work day; and, (2) the first eight (8) hours worked on days other than the four (4) regularly scheduled work days, if worked.
- 1318** Registered Nurses who complete a four (4) day workweek schedule will be paid two (2x) times their regular rate of pay for; (1) all hours worked in excess of eight (8) on days worked in addition to the four (4) ten (10) hour days; (2) all hours worked in excess of twelve (12) on any workday.

1319 Twelve Hour Shifts

1320 There will be two standard twelve (12) hour shifts with starting and ending times generally as follows; (1) the AM shift from 6:45 AM to 19:15 PM, and (2) the PM shift from 18:45 PM to 7:15 AM; each department or unit will establish additional thirty (30) minute periods to cover meal periods. Twelve (12) hour shifts may be established with different hours than provided above with prior notification and discussion with the Associations. Shift differentials will be set in accordance with Paragraph 1321.

1321 Shift Differentials

1322

- A. For purposes of paying shift differentials, Registered Nurses who work at least five (5) hours during either of the following shift time periods will receive the applicable shift differential for all hours worked: (1) evenings (Shift 2) from 3:00 PM to 9:00 PM; or (2) nights (Shift 3) from 9:01 PM to 5:00 AM.
- B. If an even split of hours occurs between the evening and night shifts, then the Registered Nurse will be paid the night shift differential for the entire shift.
- C. All Registered Nurses will receive an evening shift (Shift 2) or night shift (Shift 3) differential for all hours worked where the Registered Nurse works the majority of hours on the evening shift (Shift 2) or night shift (Shift 3). Nurses receiving an evening or night shift differential who work beyond the nurse's regular shift will continue to receive the applicable shift differential.
- D. Nurse who work beyond the Nurse's 8, 10 or 12 hour day shift will receive the applicable shift differential for the hours worked beyond the Nurse's shift.

1323 Work Schedules and Posting

1324 The Employer will post a four (4) week or longer work schedule which shall include shifts of work, holidays and scheduled days off, and such schedule will be posted at appropriate locations within each nursing work area at least ten (10) calendar days or sooner preceding the effective date. Once posted, any temporary changes in a Registered Nurse's posted schedule and shift assignments will be made by mutual agreement only, unless emergency conditions dictate otherwise.

1325 Registered Nurses shall normally provide at least three (3) weeks advance notice to the immediate supervisor of their preferred workdays and days off prior to the effective date of the next work schedule. Late changes in request by individual

Registered Nurses may be possible with the approval of the supervisor.

- 1326** The primary responsibility for the scheduling of Registered Nurses rests with the immediate supervisor. Concerns from individual Registered Nurses regarding scheduling may be addressed up through the chain of command.
- 1327** Float Assignments
- 1328** Except for Per Diem and Temporary Registered Nurses, all regular and Wage Option Registered Nurses shall normally be assigned to a particular department or unit in a job for which they are qualified and/or certified to work. Whenever the Employer revises individual assignments based on staffing needs, Registered Nurses may be floated to a different department or unit. The Employer shall be responsible to predetermine the individual Registered Nurse's qualifications or certifications to perform a particular float assignment. Should a Registered Nurse not possess the necessary training or certification for a given nursing assignment, it shall be the responsibility of the Registered Nurse to so inform the appropriate supervisor. Float assignments shall be equitably shared among unit Registered Nurses. If a Registered Nurse who floated at the beginning of the shift has an assignment which ends before the shift does and the Registered Nurse is needed on another unit, the second assignment will also count on the float rotation.
- 1329** Floating shall be in the following order:
1. Volunteers.
 2. Non Traveling Registry. (Assuming appropriate competency levels exist).
 3. Travelers. (Assuming appropriate competency levels exist).
 4. Per Diem Registered Nurses on a rotational basis by inverse seniority.
 5. Regular Full-time and regular Part-time Registered Nurses by inverse seniority on a rotational basis.
- 1330** Floating of Registered Nurses shall be in compliance with all federal and state laws and regulations, including Title 22 of the California Administrative Code. Patient care assignments shall be subject to the following guidelines:
1. Assignments shall include only those duties and responsibilities for which competency has been validated.
 2. Registered Nurses may not be assigned total responsibility for patient care, including the duties and responsibilities described in subsection 70215(a) of Title 22, until all standards of competency for the unit have been validated.
 3. New graduates will not be floated until they complete their clinical orientation and meet the requirements of 1 and 2 above.

- 1331** Registered Nurses home based to any unit should not be flexed/cancelled in favor of any other Registered Nurses unless extenuating circumstances involving competencies exist.
- 1332** Registered Nurses who are required to float within the hospital will receive orientation to the newly assigned work unit prior to being placed thereon, insofar as is possible. Registered Nurses floated to a specialty unit to assist other qualified specialty Registered Nurses will not be expected to perform other than those skills they are qualified to perform.
- 1333** Overtime
- 1334** The Employer shall make its best efforts to distribute required overtime work equally among Registered Nurses in each unit on each shift, subject to the individual Registered Nurse's qualifications to perform the work in question. The final decision regarding the appropriate distribution of overtime rests with the Employer.
- 1335** With respect to Registered Nurses working three (3) twelve (12) hour shifts, the Hospital's departments currently utilize different approaches with respect to the scheduling of hours on the fourth (4th) twelve (12) hour day. A fourth (4th) twelve (12) hour day should be clearly identified on each unit's schedule. It is understood that in the event a Registered Nurse misses one of their three (3) regularly scheduled days as a result of illness or unscheduled PTO, hours worked on the fourth (4th) day shall not be at premium pay.
- 1336** Overtime will be paid once a Registered Nurse has completed three (3) twelve (12) hour shifts at contractual rates. When Registered Nurses have completed three (3) twelve (12) hour shifts at regular rates in a work week, all hours worked on an additional shift in that work week will be paid at one and one half times (1½x) the regular rate of pay. Overtime will be paid once a Registered Nurse has completed forty (40) hours of work in a work week. When Registered Nurses have completed three (3) twelve (12) hour shifts at regular rates in a work week, all hours on an additional shift in that work week will be paid as follows: the first four (4) hours at regular rates and last eight (8) hours at one and one half times (1½x) the regular rates of pay. The Employer and the Association recognize that acceptance of overtime and additional shifts beyond a Registered Nurse's regularly scheduled shift should be voluntary. This language does not apply in cases of disasters or emergencies.
- 1337** Hours worked by the Registered Nurse will count as hours worked for purposes of overtime calculation. Time spent in non-working status as paid time off or on-call shall not count as hours worked.
- 1338** Overtime Authorization

- 1339** All overtime work performed by Registered Nurses shall normally be authorized in advance. Registered Nurses who fail to comply with the provisions of this Paragraph may be subject to formal discipline.
- 1340** No Pyramiding of Overtime
- 1341** Payment of overtime rates shall not be duplicated for the same hours worked. To the extent that hours worked are compensated at overtime rates under one provision of this Article, they shall not be compensated again as overtime under any other provision. Where two (2) or more premium overtime provisions apply, the greater will prevail.
- 1342** Scheduled Days Off
- 1343** The Employer agrees to make its best efforts to insure that each Registered Nurse shall have two (2) full days off work within a seven (7) calendar day period, or four (4) full days off within a fourteen (14) calendar day period. Registered Nurses shall not be expected to be in an on-call status, or to be called back to work on their days off except in a verifiable emergency, unless the Registered Nurse voluntarily agrees otherwise. It is understood that the Employer currently requires Registered Nurses to share on-call responsibilities on days off in particular department/units, and this Paragraph is not meant to change in any way such existing practices.
- 1344** Meal Periods and Rest Periods
- 1345** The Employer will at all times comply with California meal and rest break law. Each Registered Nurse shall receive one (1) unpaid meal period of no less than thirty (30) minutes during each shift worked, unless the shift is five (5) hours or less. No meal period is required where a Registered Nurse works 5 hours or less. Each meal period shall normally be provided within five (5) hours of the Registered Nurse's start of work. Registered Nurses who work less than 6 hours may waive the Nurse's meal break in writing. Registered Nurse may waive one of two meal breaks where the Nurse has signed and not revoked the meal waiver form. The meal waiver form will be solely provided by the Employer. Uninterrupted meal periods shall not be counted as hours worked in calculating overtime to be paid under any provision of this Article.
- 1346** Each Registered Nurse shall be granted a paid rest period of fifteen (15) minutes for each four (4) hours of work, or major fraction thereof. The first (1st) fifteen (15) minute break should be offered within the first four (4) hours of work or major fraction thereof.
- 1347** In situations affecting the delivery of patient care, Registered Nurses may be required to work through their meal periods. In such cases, each Registered

Nurse will be given a later meal period and be paid one hour of penalty pay for the missed meal period at the applicable regular rate. The Parties understand that meal periods are defined as an uninterrupted break from work assignment. Registered Nurses who miss his/her meal or rest break, or have an interrupted meal or rest break may claim a one (1) hour missed/interrupted meal and/or one (1) hour rest break penalty per day.

- 1348** The Employer will strive to ensure adequate staffing for rest and meal period relief, while maintaining compliance with Department of Health Services (DHS), Title 22, staffing ratios. Furthermore, the Employer will establish and post work schedules of 4-hour and 6-hour shifts to supplement meal and break relief for all units and all shifts. The Employer will strive to ensure there are adequate breakers through the implementation of a 4-hour and 6-hour shifts to maintain compliance with DHS staffing ratios. A Registered Nurse's acceptance of a 4-hour or 6-hour relief shift shall be voluntary. It shall not be the primary duty of charge nurses to provide meal and break relief. The establishment of 4-hour and 6-hour shifts and disputes relating to this Section shall be addressed through the Labor Management Committee.

As necessary, the Employer may rely on traveler or registry nurses to provide adequate staffing, when bargaining unit nurses are not available.

- 1349** Weekend Scheduling

- 1350** Employer shall make every effort to schedule regular and Wage Option Full-time and Part-time Registered Nurses so as to ensure every other weekend off, or any more favorable existing weekend schedule, as staffing and patient care requirements permit. Registered Nurses who are specifically employed to work weekends are excluded from this provision.

- 1351** Should an individual Registered Nurse desire not to be regularly scheduled with every other weekend off, the Registered Nurse must so advise the immediate supervisor. Subject to staffing requirements, the Employer will give every consideration to individual requests. Requests from night shift Registered Nurses shall be given every consideration to achieve the goal of scheduling consecutive weekend nights off.

- 1352** Weekend shall mean Saturday and Sunday.

- 1353** A Registered Nurse may voluntarily exchange scheduled days off with another Registered Nurse provided that such exchanges are made in writing, are signed by both Registered Nurses, and prior written approval is given by a supervisor and returned to the Registered Nurses within a reasonable period of time. Voluntary exchanges of scheduled days off, including weekends, between Registered Nurses

shall not be unreasonably denied.

1354 Schedule Call-Off (Hospital Convenience Day)

1355 On the occasion of low patient census, registry supplied Registered Nurse personnel will be the first cancelled unless staffing can only be achieved by the continued use of such personnel based on patient care considerations. Thereafter, the order of cancellation will be in the following category order

- (1) Volunteers on an overtime shift,
- (2) Registry and Travelers,
- (3) Overtime, by inverse seniority on a rotating basis,
- (4) Volunteers on a rotating basis,
- (5) Per Diem by inverse seniority on rotating basis, and
- (6) Full-time/Part-time by inverse seniority on rotating basis. This order depends on patient care needs, safety and competence.

However, travelers and registry personnel may be used to fill vacant posted positions, or positions temporarily vacant due to the leave of absent of a bargaining unit Registered Nurse. The Employer will not use travelers and registries to avoid their obligation under the terms of this Agreement.

After the initial seven (7) day posting period, if there are no bids, the Employer may retain a Traveler to fill the position on a temporary basis, until filled. Except as otherwise provided, qualified bargaining unit Registered Nurses shall have priority for any additional hours/shifts over any Traveler.

1356 On the occasion of cancellation due to low patient census, Registered Nurse Seniority Classification Date shall govern provided the qualification, competency, and ability of the affected Registered Nurses are substantially equal as determined by the Employer.

1357 The Employer shall make reasonable efforts to provide Registered Nurses at least a minimum to two (2) hours advance notice of cancellation prior to the start of the scheduled shift or work. Where the Employer does not make such reasonable efforts, Registered Nurses who do not receive a timely notice of cancellation of scheduled work will be paid for four (4) hours, or provided with at least four (4) hours of work upon reporting to the hospital, or provided any combination of work and pay totaling four (4) hours. If the Employer offers the Registered Nurse an assignment other than the regular assignment, and the Registered Nurse refuses the alternate work, then no reporting pay will be paid.

1358 Once called off, the Registered Nurse shall have no further work obligation until the

next scheduled day of work, until the next on-call responsibility in departments/units where such requirements exist, or for any rescheduled mandatory in-service presentation.

1359 If the Employer elected to place a Registered Nurse whose shift to work has been canceled into an on-call status, such assignment will be made at the time of cancellation. On-call assignments under such conditions will be shared on a rotational basis within each unit by all regular and Wage Option Full-time and Part-time Registered Nurses. Registered Nurses who do not wish to be placed in an on-call status may be excused provided volunteers who have previously stated their availability to take on-call are available; the list of volunteers may include Per Diem Registered Nurses.

1360 Regular and Wage Option Full-time and Part-time Registered Nurses who have lost work due to having been called-off or placed in an on-call status, shall be afforded the first opportunity for extra work during the same pay period by displacing Per Diem or Temporary Registered Nurses scheduled for work, provided a desire for extra work is made known to the immediate supervisor by eligible Registered Nurses.

1361 Rotating and Split Shifts

1362 The Employer intends to avoid rotating and/or split shifts. Should either of these shifts arrangements become necessary, the Employer will first discuss any intended use with the Association. Under emergency conditions where advance discussion is not feasible, a temporary use of such shifts may occur, to be followed by discussions between the Parties. Individual Registered Nurses may personally elect to work rotating shifts for personal reasons, subject to approval by the Employer.

1400 **ARTICLE 14**
COMPENSATION

1401 Wage Schedules

1402 **Wage Scales and Across the Board Increases**

All prior wage scales are extinguished.

- **Effective latter of: (a) the first full pay period after December 22, 2017 or (b) the first full pay period following ratification:**

- A. All Registered Nurses shall be placed onto the wage scale which is contained in Appendix A, at the same level and step that the Nurse currently resides.

B. Steps are unfrozen. On the first full pay period following a Registered Nurse's anniversary date, the Nurse will progress to the appropriate tenure step he/she would have been on absent the freeze from December 23, 2014-December 22, 2017.

- **Effective the first full pay period after December 22, 2018**, the grid shall increase by 5% across the board for all tenure bands, all Registered Nurses, Per Diem Nurses and Wage Option Nurses.
- **Effective the first full pay period after December 22, 2019**, the grid shall increase by 4% across the board for all tenure bands, all Registered Nurses, Per Diem Nurses and Wage Option Nurses.
- **Effective the first full pay period after December 22, 2020**, the grid shall increase by 3% across the board for all tenure bands, all Registered Nurses, Per Diem Nurse and Wage Option Nurses.

Pilot Quality Incentive Program (QIP)

For the 2019 fiscal year, the Employer offers a pilot QIP. For each following fiscal year, the Employer may renew the QIP and/or modify the program goals at its discretion. The Employer will give the Association notice of its decision to renew the QIP or modify no later than June 1. The Employer will ensure that the necessary finances are budgeted and available for the program.

QIP details shall be released thirty (30) days before the fiscal year.

A. Award Levels

The award opportunity levels shall be as follows:

- Threshold Award: up to \$400
- Target Award: up to \$750
- Maximum Potential: up to \$1,000

B. Program Metrics

Program metrics shall be set by the Employer. Consideration shall be given to metrics proposed by the Association. See below for an example of possible program metrics.

	Threshold	Target	Maximum Potential	Percent	Total Percent
Organizational Goal: Patient Experience	\$	\$	\$	%	50%
Organizational Goal: Sepsis Care	\$	\$	\$	%	
Organizational Goal: Stroke Care	\$	\$	\$	%	
Organizational Goal: CAUTI Prevention	\$	\$	\$	%	
Organizational Goal: CLABSI Prevention	\$	\$	\$	%	
Departmental Goal: Patient Experience	\$	\$	\$	%	50%
Departmental Goal: Throughput	\$	\$	\$	%	
Maximum Award	\$400	\$750	\$1,000	100%	100%

The Quality Incentive Plan may be renewed and plan goals may be revised fiscal year to fiscal year at the Employer's election.

1403 A. New Graduates

A New Graduate is defined as a graduate that has less than one year of nursing experience in an acute care facility.

A New Graduate may not work as a Per Diem.

New Graduates hiring into specialty units will be made available only if first made available to existing Registered Nurses within the medical center. When New Graduates are assigned to specialty units, they will be provided with training designed to ensure competency in the assigned unit. New Graduates will not be subject to floating until after six months of continuous employment in a New Graduate position and Paragraph 1330 has been met.

B. Placement of Newly Hired Registered Nurses

The Employer may consider the experience, education, certification, specialty and training of new hires in determining the appropriate wage rate. A newly employed experienced Registered Nurse may start at any rate up to and including Step 5, regardless of the nurse's prior years of experience in an acute care setting. If the Employer determines that a newly hired Registered Nurse needs to be hired at a higher step, up to Step 7, the Employer may do so, provided that it has met with the Association in advance to discuss the placement of the Registered Nurse.

1404 Per Diem Registered Nurses

1405 All Per Diem and Wage Option Registered Nurses will be placed at the appropriate step on the Wage Schedule based upon the service credit formula described in Paragraph 1002.

As of July 1, 2015 per diem Registered Nurses will accrue sick leave at a rate of one (1) hour of sick leave for every thirty (30) hours worked. Per diem Nurses will accrue Sick Leave up to a maximum cap of forty-eight (48) hours, and shall not accrue additional hours until he/she falls below the cap. Sick leave hours are not cashed out upon separation of employment.

1406 Wage Option Plan

1407 An alternate compensation plan will be available as a Wage Option for all new hires, new graduates, and regular Full-time and regular Part-time Registered Nurses, which shall provide a higher hourly rate of pay in lieu of Employer provided benefits including, but not limited to, paid time off (PTO), health, dental, pension and insurance plans. Wage Option Nurses specifically waive sick leave as part of the Wage Option plan.

- 1408** Registered Nurses electing the Wage Option Plan shall sign a health insurance waiver of coverage and provide proof of health insurance coverage. Unless a Registered Nurse experiences a qualifying event, a Registered Nurse who waives the Employer's health insurance coverage can enroll in the Employer's health insurance plan at the next annual open enrollment. The Wage Option pay rate will be effective the first day of the first full pay period following the closing of the enrollment period.
- 1409** Payment for Wage Option and Per Diem Registered Nurses
- 1410** Effective the first full pay period following ratification of this Agreement, a Registered Nurse who is employed in the Wage Option or Per Diem status shall be paid at the rate of fifteen percent (15%) above the base rate the Registered Nurse would receive under the Wage Schedule for Full-time and Part-time Registered Nurses. This pay differential is in lieu of benefits.
- 1411** Registered Nurses in the Wage Option and Per Diem status shall receive all overtime premiums, shift and specialty differentials as specified under the provisions of this Agreement.
- 1412** Interim Permit Registered Nurses
- 1413** An Interim Permit Registered Nurse will be hired in at the Interim Permittee rate, and shall be paid at the start rate of the Registered Nurse Wage Schedule upon receiving a Registered Nurse license, or a verbal confirmation from the State of such licensure, until a permanent Registered Nurse license is received.
- 1414** The Parties agree that the Clinical Ladder Grid for Specialty Pay, Attachment A, will not be altered or changed for the duration of this Agreement except by mutual agreement.
- 1415** MICN Certification and Recertification Costs
- 1416** The Employer shall continue to pay for all certification and recertification costs for those Registered Nurses working as Mobile Intensive Care Nurses, as selected by the Employer at its sole discretion.
- 1417** MICN Certification and re-certification costs shall include:
- Certification cost shall include:
- 84.0 hours of lecture approved by the Los Angeles County EMS Division.
 - 8.0 hours of field observation with a Los Angeles County ALS unit.

All requirements must be met through participation at other base hospitals meeting Los Angeles County EMS requirements.

Re-certification costs shall include:

- 8.0 hours field observation with a Los Angeles County ALS unit.
- 32.0 hours of lecture approved by the Los Angeles County EMS Division.
- 12.0 hours of base hospital audio tapes and/or written patient care records.

All requirements must be met through participation at other base hospitals meeting Los Angeles County EMS requirements.

1418 Charge Nurse

1419 All Registered Nurses who serve as Charge Nurse shall be paid a differential of eight percent (8%) above the Registered Nurses straight time rate of pay for all hours of work worked in a Charge Nurse capacity.

1420 A charge nurse shall not "approve" missed meal periods, however, charge nurses can confirm to management whether or not Registered Nurses received a meal period.

1421 A Registered Nurse returning to the bargaining unit from a non-bargaining unit position shall not perform charge/lead duties for ninety (90) days. Management shall convene a meeting with the transitioning Registered Nurse to review his/her new responsibilities. Additionally the Registered Nurse will be encouraged to seek EAP assistance where appropriate.

1422 Shift Differentials

1423 All Registered Nurses shall receive a shift differential for work performed on the evening (PM) and night shift as follows:

1424 Evening Shift \$2.50 per hour

1425 Night Shift \$4.25 per hour

1426 Bilingual Differential

1427 A Registered Nurse shall not be required to provide translation and/or interpreting services for the Employer. A Registered Nurse agreeing to provide such services shall do so only on a voluntary basis and shall be held harmless for any legal or other adverse

action arising from an alleged misrepresentation or misinterpretation as a result of translating or interpreting activities.

1428 A Registered Nurse who has volunteered to provide translating or interpreting services and who has been designated by the Employer as an interpreter or translator pursuant to the provisions of California Health and Safety Code Section 1259(c)(5) shall be paid a Bilingual differential at the rate of sixty dollars (\$60) per month.

1429 Reporting Pay

1430 A Registered Nurse called in or scheduled to work, and who reports to work will receive a minimum of four (4) hours reporting pay, including differentials which would have otherwise been paid for the assigned work, or provided with four (4) hours of work, or provided any combination of work and pay totaling four (4) hours. The Employer may assign the Registered Nurse to other duties for which the Registered Nurse is qualified. If the Registered Nurse refuses the alternate work, then no reporting pay shall be paid. Registered Nurses who elect to work may waive this provision.

1431 A Registered Nurse called to work for more than four (4) hours will receive pay for all hours actually worked.

1432 On-Call Pay

1433 Actual work time shall begin when the Registered Nurse arrives at any work to which called, and shall end when the Registered Nurse finishes the assigned work, provided however, that the Registered Nurse shall be guaranteed a minimum of two (2) hours of work or pay in lieu for each call-in. During the two (2) hour call back guarantee, the Registered Nurse will perform all job functions that are required. A Registered Nurse shall receive one and one-half times (1 1/2x) the regular rate of pay for all hours actually worked or guaranteed during the on-call period. A Registered Nurse who has completed a scheduled twelve (12) hour shift, within a twenty-four (24) hour work day, shall be paid at a rate of two (2x) times the regular rate of pay for call back.

When a Registered Nurse is on standby on a recognized holiday and is called into work the Registered Nurse shall continue to receive standby pay during the call back period.

Registered Nurses assigned to on-call status shall be paid at one-half (50%) of the nurse's straight rate of pay. In no event shall the on-call rate exceed \$41.07 per hour.

1434 Call requirements shall be equitably distributed among all qualifying Registered Nurses (competence demonstrated and documented) unless otherwise voluntarily agreed to or on a protected leave.

1435 On Call Accommodations

- 1436** The Employer will provide RNs on STEMI call with an on-site sleep area, equivalent to the accommodation provided to physicians. A Registered Nurse is not required to remain on premises while on-call nor is he/she required to sleep at the Medical Center.
- 1437** Promotions
- 1438** A Registered Nurse promoted to a higher job classification covered by this Agreement will be advanced to the pay level of the higher classification at the same tenure step held immediately prior to assuming the duties of the new position. Remaining step increases will occur beginning with the Registered Nurse's next anniversary date. The Registered Nurse's annual performance review date shall be one (1) year from the effective date of the Registered Nurse's promotion.
- 1439** Mileage Allowance
- 1440** The Employer will reimburse Registered Nurses at the appropriate Internal Revenue Service rate per mile for the authorized use of their personal automobile when performing the Employer's business.
- 1441** If a business trip occurs during a Registered Nurse's regular day of work, mileage will be claimed only in excess of the distance normally traveled to and from the Registered Nurse's regular work location. If a Registered Nurse is temporarily assigned to another location, mileage shall be claimed for the distance traveled to and from the temporary assignment, but only in excess of the distance normally traveled to and from the Registered Nurse's regular work location. This section shall not apply when a nurse is acting as a witness under Section 1468.
- 1442** Hospital Convenience Days
- 1443** On the occasion of low patient census days, and in keeping with the seniority provisions of this Agreement, Registered Nurses may be asked to take a Hospital Convenience Day. A Hospital Convenience Day is a day off without pay. A Registered Nurse shall be entitled to use a day of accrued PTO pay when accepting such a day off.
- 1444** A Registered Nurse accepting unscheduled on-call status in lieu of the regularly scheduled day of work may request and receive accrued PTO pay, in addition to the on-call pay, provided the Registered Nurse is not called in to work. The combination of pays shall not exceed the amount the Registered Nurse would have otherwise received for that scheduled shift.
- 1445** Payroll Checks
- 1446** All Registered Nurses will be paid all earnings due on each payday, and the Employer

shall make every effort that there be no undue delay in the issuance of paychecks. Whenever an observed holiday falls on a Thursday payday, paychecks will be issued on the preceding day.

1447 Registered Nurse Status

1448 Full-time Registered Nurse

1449 A regular Full-time Registered Nurse is a Registered Nurse who is regularly scheduled to work a standard workweek of; (1) eight (8) hours per day, five (5) days per week, or (2) ten (10) hours per day, four (4) days per week; or (3) twelve (12) hours per day, three (3) days per week, or any such other Full-time schedule as may be established during the term of this Agreement.

1450 Part-time Registered Nurse

1451 A regular Part-time Registered Nurse is a Registered Nurse who is regularly scheduled to work a specific number of hours per standard workweek, but normally less than the number of hours per standard workweek of a Full-time Registered Nurse. Registered Nurses on a part-time schedule are eligible to receive benefits provided they are regularly scheduled to work twenty (20) or more hours per workweek.

1452 Wage Option Registered Nurse

1453 Full-time or Part-time Registered Nurses who are scheduled to work a regular schedule of at least twenty (20) hours per standard workweek may elect to waive all benefits provided herein, unless otherwise required by law or by this Agreement, and shall be paid on the Per Diem wage schedule as a Wage Option Registered Nurse. Such Wage Option Registered Nurses are otherwise fully participating in all features of this Agreement, unless otherwise provided herein.

1454 Per Diem Registered Nurse

1455 Per Diem Registered Nurses are normally employed to work at irregularly scheduled times on an intermittent basis, and are used for such purposes as supplementing the basic work schedule and serving as vacation and sick leave replacements, and will be paid on the Per Diem wage schedule. Per Diem Registered Nurses receive only those benefits specifically provided for in this Agreement, or as otherwise required by law. The Employer may establish minimum monthly work requirements for Registered Nurses in order to maintain employment as a Per Diem Registered Nurse.

1456 Temporary Registered Nurse

1457 Temporary Registered Nurses are hired only for a specific temporary period of time in

a temporary job assignment, and will be paid on the Per Diem wage schedule. Temporary Registered Nurses shall receive no benefits except as required by law. Temporary Registered Nurses will be subject to the same overtime premiums and shift differentials as are applicable to all other Registered Nurses. There shall be no minimum weekly or monthly work requirements for Temporary Registered Nurses, and such Registered Nurses will be listed on a separate roster from all other employed Registered Nurses.

1458 **Witness Pay**

1459 Registered Nurses will receive mileage reimbursement at the appropriate IRS rate per mile for all miles to and from the location of the proceedings of the case for which they participate as a witness and will also receive pay as time worked under terms of this Agreement for all time spent on behalf of the Employer at appearance, or on standby in legal proceedings arising out of the course and scope of employment.

1500 **ARTICLE 15**
PAID TIME OFF

1501 Paid Time Off

1502 Paid Time Off (PTO) as set forth in this Article, will be utilized for all approved paid absences from work including, vacations, holidays and sick leave. PTO will be utilized for personal business, medical office visits and leaves of absence, except as otherwise provided in the Leaves of Absence Article.

1503 Eligibility for PTO

1504 All regular Full-time and regular Part-time Registered Nurses who are regularly scheduled to work twenty (20) or more hours per standard workweek are entitled to PTO in accordance with the provisions of this Article. Wage Option, Per Diem and Temporary Registered Nurses are not eligible for PTO accrual or use.

1505 A probationary Registered Nurse shall accrue PTO during the probationary period.

1506 Use of PTO

1507 Where a Registered Nurse has an accrued but unused balance of PTO, such PTO must be used for all scheduled and unscheduled time off from regular days of work including, but not limited to, vacations, sick time, holidays, personal business days, all leaves of absence, except as otherwise provided in Article 16.

- 1508** PTO shall only be used on otherwise regularly scheduled days of work.
- 1509** In cases where the Registered Nurse actually works less than the scheduled work due to reduced patient census or other departmental work needs as determined by the Employer, or is requested to take a Hospital Convenience Day, PTO use shall be at the Registered Nurse's discretion.
- 1510** A Registered Nurse who has taken a scheduled PTO day with the approval of the supervisor, or who has taken a PTO day due to a call-off resulting from a lack of work, may, with the approval of the immediate supervisor, elect to work any additional time which may become available during the same pay period, and no charge will be made to the Registered Nurse's PTO account.
- 1511** Accrual and Payment
- 1512** All regular Full-time and Part-time Registered Nurses who are eligible for PTO will receive accrued PTO credit on an hourly basis for each hour worked, and effective

January 1, 2011, each hour of Hospital Convenience ("HC") Time, up to a maximum of forty (40) hours per workweek as follows:

Years of Employment	PTO Accrual Rate
0-2	REDACTED
3-4	
5	
6	
7	
8	
9	
10+	

- 1513** All references to "years of service" used within this or any other provisions of this Article shall be in accordance with the Seniority Article.
- 1514** Requests for unpaid time off will not be granted, except as otherwise provided in this Agreement.
- 1515** PTO shall not be considered as time worked for purposes of additional PTO computation. Any other time not actually worked including paid or unpaid leaves of absence, and on-call time shall not be considered as time worked for purposes of PTO accrual.

1516 PTO shall not be counted as hours worked for purposes of overtime computation.

1517 PTO accruals shall not exceed the following maximums:

<u>Years of Service</u>	<u>PTO Accrued per Hour Worked</u>
0 to 4 years	416 hours
5 to 9 years	496 hours
10 plus years	576 hours ⁸⁵

1518 PTO shall be paid at the Registered Nurse's straight time hourly rate, plus any additional shift differential or other differentials in effect at the time the PTO is taken, and shall be paid in the regular paycheck for the pay period in which the PTO is used.

1519 PTO Payoff

1520 If a Registered Nurse reaches the maximum accumulation of PTO hours at any time during the year, the Registered Nurse will receive an automatic payment of eighty (80) hours from the Registered Nurse's PTO account. The Registered Nurse shall receive such payment no more than once in any anniversary year.

1521 PTO Cash-out is provided to a Registered Nurse under the following circumstance:

A. Annual PTO Cash-out Opportunity

- i. Registered Nurses may elect to irrevocably cash-out accrued PTO on an annual basis by submitting a PTO cash-out form by October 31. The election to cash-out PTO will apply only to PTO that accrues in the six month period after the election is made and the PTO that accrues subject to the election will be cashed-out and paid to the Registered Nurse in April of the following year (or upon termination of employment, if earlier). The cash pay-out will be based on the Registered Nurse's base hourly rate in effect at the time of the cash pay-out in April the following year. Registered Nurses may not revoke or change a PTO cash-out election once it is submitted.
- ii. Registered Nurses may cash-out up to 150 hours of PTO in 8-hour increments provided that they maintain 80 hours of PTO in their banks. If as a result of the Registered Nurse's cash-out election the Registered Nurse has less than 80 hours in his/her accrued PTO balance, the Employer shall reduce the number of PTO hours elected for cash-out and will credit it back to the Registered Nurse's accrued PTO balance to meet the 80 hours minimum requirement.
- iii. A PTO cash-out may result in higher tax deductions as determined by the IRS, not Employer.

- iv. Any PTO cash-out must be reviewed and approved in writing by Human Resources.

- 1522** In the event of a personal emergency, a Registered Nurse may be paid for accrued PTO in lieu of time off. The qualified Registered Nurse is allowed to be paid for all PTO in excess of sixty (60) hours. Appropriate forms for such a request can be obtained from the Human Resources Department.
- 1523** Upon severance of employment or in the event of the Registered Nurse's death, the Registered Nurse or the Registered Nurse's beneficiary, as named by the Registered Nurse or determined by state law, shall be paid all accrued PTO at the Registered Nurse's regular hourly rate, plus any additional shift differential or other differentials in effect at the time of termination.
- 1524** PTO shall not be used as a substitute for State Disability Insurance or Workers' Compensation benefits to which the Registered Nurse would otherwise be entitled. The Employer will integrate State Disability Insurance and Workers' Compensation with PTO to maximize the effect of the benefits. If the Registered Nurse is eligible for Workers Compensation Insurance payments, he/she may elect not to supplement the temporary disability by utilizing Paid Time Off. If the Registered Nurse elects not to integrate such disability benefit, he/she must inform the Employer in writing within the first (1st) seven (6) days of the industrial absence. Registered Nurses electing this option will be placed on an unpaid medical leave status commencing with the date of disability.
- 1525** Scheduling PTO
- 1526** Requests for PTO for scheduled time off from work for one (1) to five (5) calendar days other than PTO as stated in Paragraphs 1535 and 1536 of this Article, must be submitted in writing to the Registered Nurse's immediate supervisor at least one (1) week prior to the first requested day of PTO, and must be approved in writing by the supervisor before any PTO is taken. Requests for PTO in excess of five (5) calendar days, other than PTO as stated in Paragraphs 1535 and 1536, must be submitted at least three (3) weeks prior to the first requested PTO day off and must be approved in writing by the immediate supervisor before the PTO is taken. At the discretion of the immediate supervisor, less than the required advance notice may be acceptable in order to schedule PTO.
- 1527** PTO time shall be scheduled in increments of not less than four (4) hours, except as necessary under FMLA, CFRA, CESLA, or the California Family School Partnership Act.
- 1528** The Employer shall have the right to cancel any approved PTO time upon at least forty-

eight (48) hours advance notice if deemed reasonably necessary for staffing based solely on verifiable emergent patient care requirements. Registered Nurses not in a vacation status will be first utilized to maintain staffing regardless of seniority.

- 1529** Individual requests for PTO shall not be unreasonably denied for any reason, including the time of the year, and every effort will be made to provide PTO as requested. The Employer shall have the right to approve or disapprove PTO requests. No Registered Nurse will be required to return to work from a scheduled vacation or other scheduled PTO unless extreme emergency conditions so require.
- 1530** The number of Registered Nurses scheduled to be off work on PTO at any one time shall be determined by the Employer depending on staffing based on patient care requirements. Where two (2) or more Registered Nurses concurrently request the same PTO dates or times, PTO shall be granted on the basis of seniority as defined in the Seniority Article.
- 1531** Scheduling PTO as Vacation
- 1532** Registered Nurse seniority shall be utilized for two (2) choices of vacation time off but only one choice may include a major holiday. If the Employer approves a vacation that encompasses time off during a holiday this approval supersedes the holiday rotation requirements.
- 1533** If a Registered Nurse voluntarily cancels a vacation request, the Registered Nurse must do so within fourteen (14) days of the vacation. Under such circumstances the vacation shift(s) will be granted to the next Registered Nurse who would have been eligible to have the vacation days off based on the formal PTO request process, as provided for in the agreement.
- 1534** Unscheduled PTO
- 1535** Unscheduled PTO for illnesses or other unanticipated personal emergencies will require two (2) hours advance notification to the Registered Nurse's immediate supervisor prior to the start of the shift for Registered Nurses on the day shift, and three (3) hours advance notification for other shifts.
- 1536** Notification as required in Paragraph 1535 is not required if the Registered Nurse's own disability, or an emergency, makes it impossible to provide such notification. In such cases, the Registered Nurse will provide notice to the immediate supervisor of the reason for such absence as soon as is reasonably possible.
- 1537** Failure to give notification may result in formal discipline.
- 1538** Recognized Holidays

1539 The following holidays are recognized holidays for the purposes of this Agreement:

New Year's Day	Martin Luther King, Jr.'s Birthday
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	Presidents Day

1540 Holidays listed in Paragraph 1539 will be observed on the dates provided by federal legislation. Per Diem nurse shall provide availability for up to two (2) holidays, as per section 1545, one (1) major and one (1) minor holiday. This availability shall be provided, at least four (4) weeks in advance of the holiday.

1541 Registered Nurses may request and will be granted one (1) holiday, other than the holidays listed in Paragraph 1539, of their choice as PTO, per year, provided the Employer is able to schedule such absence without adversely affecting patient care.

1542 Pay for Holidays Worked

1543 If a Registered Nurse in any status works a recognized holiday listed in Paragraph 1539, the Registered Nurse shall receive pay at one and one-half (1½x) times the Registered Nurse's straight time rate of pay for all hours worked on such holiday provided the Registered Nurse has worked the scheduled shifts of work immediately before and after the holiday. Only one (1) shift at such premium rate will be paid for each observed holiday, except that customary overtime provisions may apply to additional shifts of work. Registered Nurses who are required to be off on a holiday or any other scheduled day due to a closure of their department will not be required to take PTO. If additional days off are given due to a closure of their department, PTO usage shall be at the discretion of the Registered Nurse.

1544 Registered Nurses assigned to the night shift will be required to work the majority of the shift on a holiday in order to receive the holiday worked premium.

1545 Except for regularly scheduled days off, the Employer may schedule Registered Nurses to work on holidays according to required patient care needs. All Registered Nurses will normally be guaranteed at least two (2) minor holidays off duty on an equitable basis from amongst the holidays of Martin Luther King Jr. Birthday, Presidents Day, Memorial Day, Independence Day and Labor Day unless the Registered Nurse wishes to work a greater number of holidays. Each Registered Nurse will normally receive at least two (2) major holidays off between and including Thanksgiving and New Year's Day, the day before Christmas, and New Year's Eve will be considered holidays for purposes of granting such holidays off duty.

1546 Effective July 1, 2007, if nurses work on any of the following three (3) holidays, Christmas Day, Thanksgiving Day or New Year's Day, the first eight (8) hours shall be paid at one and one half times (1½x) the regular rate of pay and the final four (4) hours shall be paid as double time (2x) the regular rate of pay.

1547 If a Registered Nurse voluntarily cancels a holiday request, the Registered Nurse must do so within fourteen (14) days of the holiday. Under such circumstances the holiday slot will be granted to the next Registered Nurse on the holiday list in accordance with this Agreement.

1548 Notwithstanding the provision of Section 1512, SFRNA negotiation team members shall not suffer any loss of seniority, and shall continue to accrue PTO for hours spent in negotiations or in designated negotiation related meetings. It is understood that negotiation time is unpaid time.

1600 **ARTICLE 16**
LEAVES OF ABSENCE

1601 Eligibility

1602 Regular Full-time and Part-time Registered Nurses who have completed ninety (90) calendar days of employment shall be eligible for unpaid personal, medical, educational, judicial, critical family illness, parental and military leaves of absence, and for paid bereavement leaves of absence, as described under the provisions of this Article. Eligibility for unpaid leaves of absence due to jury duty, maternity leaves of absence or work related illnesses or injuries will begin with the Registered Nurse's date of hire.

1603 Registered Nurses who are paid in lieu of benefits and who average twenty (20) or more hours of work per workweek are eligible for all unpaid leaves of absence provided herein.

1604 Per Diem Registered Nurses and Registered Nurses who are regularly scheduled to work less than twenty (20) hours per workweek, are eligible only for unpaid leaves of absence due to jury duty, maternity leaves of absence or work related illnesses or injuries under the same conditions as Full-time and Part-time Registered Nurses.

1605 Leaves of absence may be granted for an initial period of up to six (6) months, except where a longer period of leave may be required by state or federal law, and the Employer shall have the exclusive right to grant or deny a leave of absence or any extension. Extension of a leave of absence will be considered and may be granted by the Employer at its discretion provided the Registered Nurse gives at

least one (1) calendar week advance notice to the Human Resources Department prior to the scheduled return to work date.

- 1606** A Registered Nurse may not use a leave of absence for purposes of taking alternate employment. If the Employer determines that a Registered Nurse has violated this provision, discipline up to and including discharge may result.
- 1607** Leave of Absence Request Procedure
- 1608** Requests for leaves of absence shall be in writing on a form provided by the Employer for that purpose. Leaves must be approved in advance in writing by the Employer, except that in an emergency, the need for the leave will be confirmed in writing within a reasonable time following the emergency.
- 1609** Requests for a leave of absence shall be submitted to the Registered Nurse's immediate supervisor on a Request for Leave of Absence form as soon as the need for the leave is known to the Registered Nurse. The Request for leave of Absence form must be submitted along with any required documentation stating the need for the leave of absence. For FMLA leaves only, the Registered Nurse shall not be required to disclose the reason for such required leave to his or her supervisor.
- 1610** Leaves of absence may be extended only through the written agreement of the Registered Nurse and the Employer.
- 1611** Medical leaves of absence will be supported by written documentation from a physician describing the medical needs or disability prior to the start of such leave. Maternity leaves of absence will be supported by written documentation from a physician prior to the start of such leave. The employer may require additional medical information as may be appropriate for both medical and maternity leaves of absence.
- 1612** All requests for leaves of absence or extensions must be approved by the Department Head and the Human Resources Department.
- 1613** Benefits While on Leave of Absence
- 1614** Registered Nurses on an authorized unpaid leave of absence will not forfeit any benefits earned prior to the leave except as provided in Paragraph 1617, nor shall the Registered Nurse earn any benefits during the period of the leave. Accrued Paid Time Off must be used for all leaves of absence, except for medical leaves of absence of forty-five (45) calendar days or more, a Registered Nurse may reserve up to forty (40) hours of use as annual vacation.

1615 During a leave of absence, the Registered Nurse's insurance premiums will be covered through the end of the month in which the thirtieth (30th) unpaid day falls. Starting with the first day of the following month, the Registered Nurse will be responsible for the payment of insurance premiums for personal coverages. Insurance premiums for dependent coverage will be deducted from the hospital portion of integrated pay (PTO, SDI). If the premium amount exceeds the amount of the hospital portion of integrated pay or if the integrated pay hours are used, the Registered Nurse will then be responsible for full payment of the premium. Coverage will be canceled if the Employer does not receive the insurance premiums from the Registered Nurse within two (2) calendar weeks of the premium date due. The Employer will provide written notice to Registered Nurses on leaves of absence of insurance coverage end dates, where applicable.

1616 Adjustment of Seniority

1617 Authorized leaves of absence in excess of thirty (30) calendar days will result in the adjustment of the Registered Nurse's Hospital Seniority and Classification Seniority, and performance review date, by the length of the leave in excess of thirty (30) calendar days. When the Employer revises any seniority or performance review dates, immediate notice will be given to the affected Registered Nurse.

1618 Maternity Leave

1619 Maternity leaves of absence related to pregnancy, childbirth or a related medical condition will be granted to a maximum of four (4) calendar months. A Registered Nurse returning from a maternity leave of absence will be returned to the Registered Nurse's job held at the time the leave began, unless the Registered Nurse's former job ceased to exist because of legitimate business reasons, or, the means of preserving the job, such as leaving it unfilled or filling it with a Temporary Registered Nurse would impair the Employer's ability to maintain appropriate patient care.

1620 In the event the former job is unavailable, the Employer will return the Registered Nurse to a substantially comparable job for which the Registered Nurse is qualified. If no substantially comparable job is available at that time, or if placing the Registered Nurse in a substantially comparable job will impair the Employer's ability to maintain appropriate patient care, the Employer will offer the Registered Nurse the next position available for which the Registered Nurse is qualified.

1621 Occupational Injury or Illness Leaves of Absence

1622 A Registered Nurse who is injured or suffers a work related illness on the job shall be placed on an industrial leave of absence beginning with the first day of such injury or illness. Registered Nurses covered by Workers' Compensation will remain on industrial leave until such time as the Registered Nurse has been released by a physician, and

such release is accepted by the Employer. When released to return to work, the Registered Nurse must be available and physically capable of performing the job.

- 1623** Upon release to return to work from an occupational injury or illness, the Employer will require the Registered Nurse to provide a return to work authorization giving the name of the attending physician, the physician's signature, the date the Registered Nurse is released to return to work, and a description of any continuing disability. The Employer may also seek additional medical opinion(s) if it so desires and at its own expense.
- 1624** Upon release to return to work from an occupational injury or illness for which there are no medical restrictions, a Registered Nurse will be placed in the former or comparable job if available. If neither is available, the Registered Nurse will be placed in a preferential rehire status for the next available job for which the Registered Nurse is qualified as soon as practical.
- 1625** If the Registered Nurse is released to return from an occupational illness or injury and is unable to perform the former job, the Employer shall then make an appropriate determination of the job or jobs which the Registered Nurse may perform, if any. The Registered Nurse may bid on any job vacancy which the Registered Nurse is physically capable of and qualified to perform in keeping with the medical restrictions and limitations.
- 1626** Jury Duty
- 1627** A Registered Nurse who presents proper documentation from a court informing of the Registered Nurse being called for jury duty will be placed on a leave of absence throughout the entire period during which the Registered Nurse is required to serve. The Employer will pay Registered Nurses for a maximum of five (5) days per rolling twelve (12) month period when called to jury duty on a day in which the employee is regularly scheduled to work. The Registered Nurse must provide proof of jury duty from the jury commissioner before receiving such payment.
- 1628** Whenever a Registered Nurse is excused by a court from daily jury duty, or is placed on an on-call status, the Registered Nurse may so inform the Employer, and the Employer will make efforts to provide any available work which the Registered Nurse is qualified and willing to perform during the period of jury duty.
- 1629** A Registered Nurse shall have the option to use PTO for attendance at jury duty.
- 1630** Military Leave

- 1631** The Parties agree to comply with the Uniform Services Employment and Reemployment Act. 38 U.S.C. § 4301 *et seq.*
- 1632** Bereavement/Compassionate Leave
- 1633** When a death occurs in the immediate family of a Registered Nurse, the Registered Nurse will be entitled to a paid leave of absence for bereavement of up to three (3) scheduled work days. For deaths of immediate family members whose home or place of burial requires the Registered Nurse to travel in excess of 100 miles, up to two (2) additional unpaid leave days may be added for such travel. The Employer may require appropriate proof of need for the leave. If proof is not provided, the Registered Nurse may be required to use PTO. Should a Registered Nurse require additional days off, he/she may apply for unpaid personal leave. However, a Nurse may use PTO to cover the time off.
- 1634** No employee shall be charged with any absence which may result in discipline under the Employer's attendance policy for attending the funeral of a member of the employee's immediate family. In addition, if more time is needed the employee may request PTO or unpaid time to travel, make arrangements or other funeral related activities. Such request will not be unreasonably denied.
- 1635** For purposes of this Agreement, the Registered Nurse's immediate family members shall be defined as: current spouse, mother, father, son, daughter, brother, sister, grandparents, grandchildren, legal guardian, legal ward, current father-in-law, current mother-in-law, domestic partner—their parents and children, step relative (parent, child, sibling), and foster children. The Employer may require legal proof of death, or proof of familial relationship if a reasonable doubt occurs.
- 1636** Return from Leave of Absence
- 1637** Registered Nurses shall give as much advance notice as is possible of their intent and availability to return to work following an authorized leave of absence. Prior notice of two (2) calendar weeks may be required by the Employer in order that staff assignments may be adjusted. When conditions permit, the Employer will attempt to reinstate the Registered Nurse earlier than two (2) weeks. Any Registered Nurse who fails to return to work at the end of an approved leave of absence shall be considered to have voluntarily resigned.
- 1638** A Registered Nurse returning from an approved leave of absence shall be reinstated to the former or comparable job assignment held prior to the leave of absence if available. A comparable job is defined as one on the same unit or on the same shift as the job previously held. If neither the former nor a comparable job is available, the Employer will offer the Registered Nurse the next available job for which the

Registered Nurse is qualified that is as nearly comparable to the original job with respect to wages, hours of work and benefits as is reasonable under the circumstances.

- 1639** In the case of a medical leave or maternity leave, the Registered Nurse must provide the supervisor with a release from the Registered Nurse's personal physician which states the Registered Nurse may perform work assignments prior to the Registered Nurse's return to work. As the Employer deems necessary, a separate assessment by the Employer's Industrial Physician of the Registered Nurse's capabilities to perform the work assignment, at the Employer's expense may be required prior to the Registered Nurse's return to work.
- 1640** Family Leave
- 1641** The Employer will comply with the provision of the California Family Rights Act, as amended and with the provisions of the Federal Family and Medical Leave Act of 1993, as amended.
- 1642** **Third Party Vendor for Leaves of Absence**
- 1643** Should the Employer hire an outside third party vendor to provide management of Leaves of Absence processes and procedures, the Parties agree to meet prior to the announcement of such services to the Registered Nurses to review the processes, policies, procedures, paper work in the spirit of having a common understanding of how the new vendor shall operate. In addition, the Parties agree that the Association shall preview any written materials from St. Francis Medical Center to the Registered Nurses, prior to distribution, describing the Leave of Absence procedures.

1700 **ARTICLE 17**
HEALTH, DENTAL AND INSURANCE PLANS

- 1701** Health Benefits
- 1702** As defined in this Article, the Employer shall make available Group Health Insurance Plan coverage for all regular Full-time and regular Part-time Registered Nurses who are regularly scheduled to work twenty (20) hours or more per workweek. A summary description of such plan will be made available by the Employer with a copy given to each Registered Nurse at the time of hire, to include all then current supplements. Later supplements may be obtained by the Registered Nurse from the Human Resources Department.
- 1703** Other health insurance options may be offered by the Employer upon notice to

and bargaining with the Associations. Enrollment periods for such new plans will be specified and announced by the Employer. Registered Nurse and dependent contributions will be negotiated prior to any implementation.

- 1704** The Employer will not modify the terms of the medical plans in effect as of the effective date of this Agreement through May 31, 2018.

Effective June 1, 2018, the Employer shall make available two comprehensive medical plans as proposed by the Employer, i.e., the Verity hospital-based EPO ("EPO") plan and Verity hospital-based PPO/Buy-Up ("PPO/Buy-Up") plan options for all benefit eligible regular Full-time and regular Part-time Registered Nurses. These plans shall be as proposed by the Employer.

With respect to EPO coverage only, the Employer will provide one hundred percent (100%) of the cost of the Employee, Spouse and Family coverage for all benefit eligible Full-time and Part-time Registered Nurses. This also includes new hires, probationary employees, or any other bargaining unit employees that may meet the waiting period requirement and become eligible and elect the EPO plan. It is understood that during open enrollment periods during this contract additional benefit eligible Registered Nurses may elect to participate in the EPO plan.

With respect to benefit eligible Registered Nurses who elect the PPO/Buy-Up plan only, the Employer will contribute the same dollar amount (equal to the Employer's contributions for EPO coverage) towards the cost of the PPO/Buy-Up plan and the benefit eligible Registered Nurse will contribute the difference through payroll deductions.

For calendar year 2018, benefit eligible Registered Nurses electing the PPO/Buy-Up will pay the following:

1. Employee only -
2. Employee & Children -
3. Employee & Adult -
4. Employee & Family -

REDACTED

These contributions shall be adjusted on a calendar year basis each year of this Agreement, but such contributions shall not exceed the following during the life of the Agreement:

1. Employee only -
2. Employee & Children -

REDACTED

- 3. Employee & Adult -
- 4. Employee & Family -

REDACTED

1705 The following is specific to the EPO for the bargaining unit for the term of the Agreement:

- A. Those Registered Nurses who enroll in the EPO health plan will receive medically necessary outpatient prescription drugs at the cost of the EPO health plan co-payment.
- B. A Registered Nurse/covered family member enrolled in the EPO may elect outpatient services at non-Verity facilities at applicable Tier I or Tier II cost.
- C. A Registered Nurse/covered family member admitted to a non-Verity facility via the emergency department will not be required to be transfer to a Verity hospital.
- D. If a specialist is unavailable at a Verity facility, a Registered Nurse/covered family member may access treatment outside of a Verity facility at the applicable Tier I cost.
- E. As of June 1, 2018, a Registered Nurse/covered family member who is currently receiving treatment at a non-Verity facility or with a non-Verity physician may continue treatment for the diagnosis at the applicable Tier I cost.

1706 Dental Care

1707 The Employer shall provide a dental care plan for all regular Full-time and regular Part time Registered Nurses who are regularly scheduled to work twenty (20) hours or more per workweek. The dental plan shall be fully paid by the Employer for Registered Nurse coverage only. Dependent coverage, paid by the Registered Nurse, shall be optional. A summary description of such plan will be made available by the Employer with a copy given to each Registered Nurse at the time of employment, to include all then current supplements. Later supplements may be obtained by the Registered Nurse from the Human Resources Department.

1708 Vision Plan

1709 The Employer will provide a vision care plan as part of the health benefits program. Eligibility shall be the same as for other coverages of the Employer's health insurance program. The basic VSP plan shall be 100% covered by the Employer.

1710 Group Life Insurance

1711 The Employer will provide a life insurance coverage plan including Accidental Death and Dismemberment at no cost for all regular Full-time and regular Part-time Registered Nurses who are regularly scheduled to work twenty (20) hours or more per workweek, equal to a projection of the Registered Nurse's annual base wages paid by the Employer, rounded to the next highest \$1,000. Registered Nurses who work twelve (12) hour alternate shift schedules shall be provided group life insurance equivalent to the actual scheduled hours. Benefited Registered Nurses can elect buy-up options on Associate Life and Accidental Death and Dismemberment benefits. The cost of any such buy-up plan shall be fully paid for by the Registered Nurse. A summary description of such plan will be made available by the Employer with a copy given to each Registered Nurse at the time of employment, to include all then current supplements. Later supplements may be obtained by the Registered Nurse from the Human Resources Department.

1712 Benefited Registered Nurses can elect Dependent Life for spouse/ registered domestic partner and child(ren). The cost for any such dependent life coverage shall be fully paid by the Registered Nurse.

1713 The Employer currently has a short term disability plan which benefit eligible Registered Nurses can participate in. The cost of any such participation shall be fully paid for by the Registered Nurse.

1714 Long Term Disability

1715 Employee paid long term disability coverage plan will be made available to all eligible Registered Nurses as determined by the provider. The long term disability plan shall be continued during the term of this Agreement unless otherwise agreed by the Parties.

1716 Long-Term Care

1717 Benefit eligible Registered Nurses and their eligible dependents can elect to participate in the Employer sponsored Group Long-Term Care benefit plan. The cost of any such participation shall be fully paid for by the Registered Nurse.

1718 Spending Accounts

1719 Benefit eligible Registered Nurses can elect to participate in the Health Care and Dependent Care spending accounts. The cost of any such participation shall be fully paid for by the Registered Nurse.

1720 Physical Examinations

1721 All pre-employment and annual physical examinations required of Registered Nurses by the Employer and performed by an Employer designated physician shall be given without charge to the Registered Nurse.

1722 If the Employer requires physical examinations to be given during the Registered Nurse's working time, the time spent at the physical examination shall be treated as time worked for pay purposes. Should a Registered Nurse request an alternate physician for personal reasons, the Registered Nurse may have alternate physician conduct the physical examination at the Registered Nurse's expense. The Employer reserves the right to require further physical examinations by an Employer designated physician, at the Employer's expense, for all pre-employment and annual physical examinations.

1723 Benefits Changes

1724 Prior to implementing any changes the Employer shall notify the Association of any proposed revisions to coverages, costs to Registered Nurses, or other significant provisions of the plans covered by this Article.

1725 Registered Nurses will have access to a confidential Employee Assistance Program to help resolve personal problems.

1726 In the event the Employer establishes or has established Wellness Programs, such programs will be available to all bargaining unit members if they so desire.

1800 **ARTICLE 18**
PROFESSIONAL LIABILITY
INSURANCE

1801 The Employer carries and shall continue to carry professional liability insurance which shall cover all Registered Nurses employed at St. Francis Medical Center of Lynwood.

1802 The Parties shall meet should there be any substantial changes in the professional liability insurance program.

1803 Registered Nurses will not be required to pay any portion of the premium for the said insurance coverage

1900

**ARTICLE 19
PENSION PLAN**

1901 Verity Health System Retirement Plan

1902 Verity Health System Retirement Plan is an ERISA defined benefit pension plan (DB pension plan) wherein Registered Nurses earn a pension benefit comprised of a basic pension benefit and an account based benefit.

1903 The basic pension benefit is determined by a Registered Nurse's length of service, annual earnings, and age at time of retirement.

1904 The account based benefit is based on an Employer matching credit of a Registered Nurse's contribution to the TSA Savings Plan, with interest accruing on the match account balance through a Registered Nurse's retirement age. The account based benefit was discontinued effective December 31, 2008; the account based benefit continues to earn interest annually.

1905 Registered Nurses are entitled to a DB pension benefit after five (5) years of vesting service. A year of vesting service is defined as 1,000 paid hours in a calendar year. A Registered Nurse may earn a partial year of service in his/her first or last year of calendar employment if they have less than 1,000 hours, provided they worked at the rate of 1,000 hours per calendar year.

1906 Effective December 31, 2011, the Employer shall freeze the DB pension plan's basic pension benefit for all bargaining unit Registered Nurses. The account based benefit shall continue to accrue interest through a Registered Nurse's retirement age.

1907 Registered Nurses who are not vested in the DB pension plan as of December 31, 2011 shall continue to accrue years of vesting service. The basic pension benefit earned by a Registered Nurse participating in the DB pension plan as of December 31, 2011 shall be based on the Registered Nurse's credited service as of December 31, 2011 and his/her annual earnings for all calendar years of employment until December 31, 2011.

1908 With the exception of freezing the DB pension plan's basic pension benefit, the Employer shall not modify any other aspect of the DB pension plan, including but not limited to benefit commencement date criteria, forms of payment and death benefits, subject to compliance with ERISA requirements.

1909 All Registered Nurses with a frozen DB pension plan benefit may access their frozen benefits under the same terms and conditions in effect during the DB pension plan year 2011, subject to compliance with ERISA requirements.

- 1910** Registered Nurses hired on or after January 1, 2012 shall not be eligible for the DB pension plan.
- 1911** The funding of the Verity DB plan is subject to ERISA requirements.
- 1912** On an annual basis, the Employer shall, within 90 days of receiving a written request, provide the Association with the annual Funding Notice (plan valuation) as provided by ERISA.
- 1913** Beginning January 1, 2014, the Employer shall provide each Registered Nurse plan participant an Annual Funding Notice as provided by ERISA.
- 1914** **Verity Health System Retirement Plan Account**
- 1915** The Employer shall continue to contribute to the Retirement Plan Account (RPA) effective January 1, 2012. The RPA is a defined contribution plan fully funded by the Employer.
- 1916** Bargaining unit Registered Nurses are eligible for the RPA benefits beginning the first day of the month following the completion of 1,000 paid hours. Bargaining unit Registered Nurses hired before January 1, 2012 are eligible for the RPA.
- 1917** For the eligible Registered Nurse, per section 1916, hired before January 1, 2012, the Employer shall make a contribution to such Registered Nurse's RPA account based on the following schedule:

<u>Service</u>	<u>Contribution Rate</u>
0-9 years	REDACTED
10-14 years	
15-19 years	
20-24 years	
25-29 years	
30+ years	

- 1918** For the eligible Registered Nurse, per section 1916, hired on or after January 1, 2012, the Employer shall make a contribution to such Registered Nurse's RPA account based on the following schedule:

<u>Service</u>	<u>Contribution Rate</u>
0-9 years	REDACTED
10- 14 years	
15 + years	

1919 The Employer contribution amount shall be made based on a Registered Nurse's total paid compensation, but excluding severance pay, whether paid before or after termination of employment. The Employer contribution shall be deposited in individual Registered Nurse RPA accounts on a pay period basis. Registered Nurses that are designated as "per diem" will receive the Employer contribution only if such Registered Nurses complete at least 1,000 paid hours per calendar year, and such contribution will be made as soon as reasonably possible following the end of such calendar year.

1920 Registered Nurses are 100% vested in their RPA account after five (5) years of vesting service. A year of vesting service is defined as 1,000 paid hours in a calendar year.

1921 The five (5) year vesting schedule is as follows:

<u>Service</u>	<u>Vested Percentage</u>
Less than 1 year	REDACTED
1 year	
2 years	
3 years	
4 years	
5 years or more	

1922 Registered Nurses shall receive credit for years of service based on their original date of hire with St. Francis Medical Center or a Verity hospital, provided such Registered Nurses have not incurred five consecutive calendar years during which such Registered Nurses completed less than 501 paid hours each year (a break in service). Credit shall also be provided for service accrued with a Catholic Healthcare West employer (CHW), now known as Dignity Health, on or prior to December 31, 2002, provided the Registered Nurse transferred from Dignity Health to St. Francis or a Verity hospital on or prior to December 31, 2002.

1923 The RPA shall allow immediate distribution of account balances to plan participants upon termination of employment.

1924 **TSA/403(b) Plan and 401(a) Plan**

1925 The Employer shall continue a payroll deduction plan under which voluntary pre-tax contributions to a 403(b) Plan may be made by eligible Registered Nurses. The Employer will match contributions made to the Employer-sponsored 403(b) Plan. The

match benefit will be provided through the Employer-sponsored 401(a) Plan and subject to the terms and conditions of the Plan. The Employer will contribute \$0.35 to a Registered Nurse's 401(a) Plan account for every \$1.00 the Registered Nurse contributes, for all of the Registered Nurse's contributions up to a maximum of 5% of total annual compensation.

2000

**ARTICLE 20
EDUCATION**

2001 In-Service Education

2002 The Employer may, as it deems necessary or as is otherwise required, establish and maintain In-Service educational programs, such as general orientation for newly hired Registered Nurses, job assignment related training, and courses in new concepts, innovations and techniques in providing patient care. The Employer will attempt to disseminate and/or publish announcements regarding these open programs throughout the hospital.

2003 Mandatory Education Programs

2004 Mandatory educational programs are those programs or courses that require the attendance of the Registered Nurse at a time and place specified by the Employer as a condition of employment. Such programs may include, but are not limited to, staff meetings, In-Service educational programs, special classes, State mandated requirements and continuing education classes.

2005 Attendance at mandatory programs will be treated as time worked for purposes of compensation. No associate shall be required to complete mandatory in-services/programs on lunch, break or non-compensated time. Any Registered Nurse education/training that takes place on a Registered Nurse's day off must be pre-approved in writing by the department manager and scheduled such that the time is paid at a straight time rate.

2006 Voluntary Attendance at Education Programs or Courses

2007 Registered Nurses who, at their option, voluntarily attend educational programs or courses not required by the Employer, shall not be paid for attendance at such programs or courses, even if such programs are offered on the Employer's premises, except where pre-approved by the Employer as described in Paragraphs 2021 through 2025.

2008 Reimbursement for Educational Programs or Courses

- 2009** Reimbursement for the cost of educational programs or courses attended by regular Full-time and Part-time Registered Nurses only will be provided, at the Employer's sole discretion, as long as the program(s) or course(s) meet the following criteria:
- 2010** The educational program or course must be offered by an accredited educational institution, professional association and/or other reputable agency.
- 2011** The educational program or course is directly related to nursing, or has the objective of increasing or enhancing the Registered Nurse's nursing knowledge, skills or abilities as may be applied at the hospital.
- 2012** A minimum of six (6) months active employment with a scheduled workweek of twenty (20) hours or more is required for eligibility for reimbursement.
- 2013** A Registered Nurse must agree in writing, at the time of application for reimbursement, to refund the Employer fifty percent (50%) of the reimbursement amount if the Registered Nurse voluntarily terminates employment with the Employer within six (6) months following completion of a course and/or program for which the Registered Nurse has received reimbursement in excess of \$100.00.
- 2014** Reimbursement will be made only upon evidence of satisfactory completion of the educational program or course. Satisfactory completion requires a passing grade. Evidence of attendance is also required for reimbursement for seminars, workshops and institutions which do not offer grades.
- 2015** Reimbursement must be requested within six (6) months of completing the courses and receiving the grade, and approval will be determined by the Registered Nurse's department manager and division vice president.
- 2016** Degree and Non-Degree Related Expenses

The Employer will pay Registered Nurses' tuition, registration fees and book costs relating to degree attainment (i.e., bachelor's degree or master's degree) and/or reimburse costs relating to non-degree attainment to a maximum of \$5,500 per Registered Nurse per calendar year.

Such reimbursement does not include items such as lodging, supplies, transportation or meals.

The Employer agrees to a carve out to allow wage option nurses access to the education reimbursement provisions above.

- 2017** To receive educational reimbursement, the Registered Nurse must submit, upon completion of the program or course, a completed "Tuition Reimbursement Request" form with the signatures of the appropriate department manager and divisional vice president to the Human Resources Department. The form must be submitted along with the Registered Nurse's official grade transcript or official certificate, course or program description, and receipts for tuition, registration fees and books.
- 2018** Reimbursement requests not approved shall be returned to the Registered Nurse with an explanation. Requests shall not be unreasonably denied.
- 2019** Should a Registered Nurse wish to pre-determine the Employer's acceptance of an educational program or course prior to registering for a particular offering, the Registered Nurse may submit the course announcement or outline to the Human Resources Department, and a pre-approval or disapproval statement will be issued within ten (10) calendar days following the initial inquiry.
- 2020** Education Leave With Pay
- 2021** The Employer will consider requests for educational leaves with pay. Programs or courses for which such pay may be considered are as defined at Paragraphs 2010 and 2011. Only regular Full-time and Part-time Registered Nurses with at least one (1) year of service with the Employer shall be eligible for education leave with pay. The Registered Nurse shall apply for educational days off in accordance with Articles 1334 and 1335 of this Agreement. Final approval of educational leaves with pay will be made within fifteen (15) calendar days from the date the request is made.
- Effective July 1, 2013, the total eligible hours to utilize educational leave with pay including shift differential, if applicable, are not to exceed a total of thirty-six (36) hours per fiscal year for full-time and twenty-four (24) hours per fiscal year for part-time. The granting of all requests for education leave with pay rests solely with the Employer, and will be predicated on such factors as course or program eligibility, patient care considerations, as well as staffing and scheduling concerns. Requests for education days shall not be unfairly denied.
- 2022** The Registered Nurse shall provide proof of satisfactory completion of the educational program attended upon return from the paid education leave. Failure to provide such proof may result in denial of approved paid education leave.
- 2023** Education leave with pay may not be accrued from year to year. Unused educational leave pay remaining at the end of the calendar year will be forfeited.
- 2024** When an educational course or program falls on a scheduled day of work, the Registered Nurse is expected to follow the schedule as posted.

- 2025** Paid education leave time shall not be considered as hours worked for the purposes of computing overtime.
- 2026** Bonus For National Certification
- 2027** Any Registered Nurse who provides proof to the Employer of successful completion of the National Certification Examination after July 1, 2001 will receive a one-time bonus in the amount of \$750 .
- 2028** For each calendar year that a Registered Nurse maintains his/her national certification, the Employer will provide a bonus in the amount of \$350
- 2029** Advancement on the specialty grid (Attachment A) shall not be unduly delayed.

2100 **ARTICLE 21**
SAFETY AND HEALTH

- 2101** The Employer shall make reasonable provisions for the safety and health of all Registered Nurses during the hours of their employment, and for the review of unsafe conditions brought to its attention for any corrective action which may be appropriate. The Employer, the Associations and the Registered Nurses recognize their respective obligations and/or rights under existing state or federal laws with respect to safety and health. The Employer shall also comply with all rules and regulations of the Division of Occupational Safety and Health (DOSH or Cal/OSHA) for which the agency has exclusive jurisdiction and which is not subject to grievance and arbitration.
- 2102** If it is claimed that either Party has in some manner violated this Article, such claim may be processed under the Grievance and Arbitration Article including Arbitration unless a state or federal agency has jurisdiction.

2200 **ARTICLE 22**
SAVINGS CLAUSE

- 2201** If any provision of this Agreement is held to be in conflict with any state or federal law, or if compliance with or enforcement of any provision is restrained, the remainder of this Agreement shall remain in full force and effect.

2300

**ARTICLE 23
GENERAL PROVISIONS**

2301 Entire Agreement

2302 This Agreement contains all of the agreements and understandings between the Parties concerning mandatory and other subjects of bargaining. During the term of this Agreement, neither the Associations nor the Employer has any obligation to negotiate or enter into discussions with regard to any mandatory or other subjects of bargaining, whether or not those subjects are contained or referred to in this Agreement, and whether or not such subjects were within the knowledge or contemplation of either or both Parties at the time they negotiated this Agreement.

2303 Registered Nurses covered by the Agreement should not participate in designated supervisory or managerial functions.

2304 Each Party expressly waives the right to further negotiations on any of the foregoing subjects. The Parties understand, however, that they may voluntarily agree to discuss issues that arise during the term of this Agreement that relate to wages, hours of work and conditions of employment, if the Parties mutually agree to do so.

2305 This Agreement comprises the entire agreement between the Parties. Neither Party will make any demands upon the other during the term of the Agreement, except for compliance with the Agreement. This Agreement may be changed only by written amendments signed by both Parties.

2306 No Other Privileges or Benefits

2307 No privileges or benefits in excess of those specifically stated in this Agreement are required to be granted to covered Registered Nurses. However, the Employer may voluntarily extend certain new privileges or benefits to covered Registered Nurses at some future date, and shall first notify the Associations.

2308 Personnel Policies and Practices

2309 The personnel policies, rules, practices and benefits applicable to Registered Nurses, as determined by the Employer, shall apply except as otherwise modified by this Agreement.

2400

ARTICLE 24

CHANGE OF OWNERSHIP, MERGERS, SALES, CLOSURES AND TRANSFERS

2401

In the event of a merger, sale, closure, leasing assignment, divestiture, or other transfer of ownership and/or management of its operation in whole or in part, the Employer shall comply with the following:

A. Notification

The Employer shall notify the Association in writing at least ninety (90) days prior to taking any action described in the preceding paragraph, except for hospital closure for which six (6) months advance notice is required.

B. Successor

This Agreement shall be binding upon the Association and the Employer or any successor thereof whether the succession be by any of the means described above as it applies to the business of the Employer, in whole or in part, or to any change in management companies.

C. Conditions and Liabilities

In the event the Employer desires to sell or otherwise transfer the establishment or engage in any future acts set forth above and covered by this Agreement, it shall be a condition of the sale and/or transfer and inserted into any agreement of sale or management contract that this Collective Bargaining Agreement and all its obligations thereof shall be binding upon any purchaser or transferee. Prior to taking any action described in this provision, the Employer shall be liable for all the compensation and payment due and owing to the employees or the Association.

2500

ARTICLE 25

PROFESSIONAL PRACTICE STANDARDS

2501

The Employer and the Association share a commitment to provide high-quality, compassionate, and excellent healthcare advocating to positively impact the community at large. The Employer and the Association agree that the Registered Nurses' primary commitment is to the patient and that the fundamental principle underlying all nursing practices is the respect for the inherent worth, dignity and human rights of every individual. The Employer will comply with state mandated staffing ratios. Disputes arising under this provision of the Collective Bargaining Agreement will be exclusively addressed by the special review panel of the Labor Management Committee and shall not be subject to the Grievance and Arbitration provisions of this Agreement.

2502

Staffing issues shall be brought forward and resolved through the Labor-Management Committee. Staffing issues may include a discussion of non-bargaining unit positions on a nursing unit, only insofar as they impact the job duties and responsibilities of a

Registered Nurse. Staffing issues which are not satisfactorily resolved for either Employer or Association shall be submitted to a special review panel for resolution. The Special Review Panel shall consist of four (4) members selected by Association and four (4) members selected by Employer. The Parties will make a good faith effort to resolve the issues within six (6) months from submission. If the review panel is unable to satisfactorily reach a mutual resolution within the six (6) month period, the Parties agree to utilize mediation.

2503 Scope of Practice

2504 Registered Nurses are responsible for the overall quality of patient care given to patients at the Medical Center. Pursuant to the California Board of Registered Nursing's Nurse Practice Act and the American Nurses Association Registered Nursing Code of Ethics, Registered Nurses are authorized to delegate nursing tasks to other health care workers, as appropriate.

2600

ARTICLE 26
CLINICAL LADDER CAREER ADVANCEMENT PROGRAM

2601 The Clinical Ladder Career Advancement Program promotes nursing excellence and inspires clinical quality and improved patient safety, experience, and outcomes through enhanced clinical practices, professional growth and enrichment, and advanced leadership development. The Clinical Ladder Career Advancement Program supports shared leadership, evidence-based professional practice, interdisciplinary collaboration, continuous learning, and research and innovation.

The Parties agree that the Clinical Ladder Career advancement program and requirements will not be altered or changed for the duration of this Agreement except by mutual agreement.

2602 **Eligibility:**

1. New graduates are ineligible to participate on the Clinical Ladder Career Advancement Program.
2. All Registered nurses directly involve in patient care are eligible to participate.
3. Registered Nurses hired on or before ratification of this Agreement who meet all applicable requirements to maintain or advance on the clinical ladder can apply immediately upon ratification and will be eligible for review within the first application cycle of 2018.
4. Candidates must complete a minimum of one (1) year as an Staff RN before he/she can submit an application to advance to Staff RNI, one (1) year as an Staff RNI before he/she can submit an application to advance to Staff RNII and one (1) year as

an Staff RNII before he/she can submit an application to advance to Staff RNIII and one (1) year as an Staff RNIII before he/she can submit an application to advance to Staff RNIV.

5. Supervisory staff are ineligible for clinical ladder participation
6. Three hundred and sixty five (365) days Registered Nurses hired on or before the ratification of this Agreement who are classified as Specialty RN I, Specialty RN II, Specialty RN III, or Specialty RN IV who do not meet the necessary Clinical Ladder requirements for their classification (Staff RN I, Staff RN II, Staff RN III, or Staff RN IV) shall have 1 full year (three hundred and sixty five days) from the date of ratification to fulfill the applicable Clinical Ladder requirements relevant to their classification. Registered Nurses who do not satisfy (meet) the requirements for their classification will be redesignated to the Staff RN classification for which they meet all applicable requirements.

2603 Process for Clinical Ladder Career Advancement Program Initiation:

1. Interested Registered Nurses shall express interest in joining the Clinical Ladder Career Advancement Program to their Department Director or Nurse Manager who will be available to provide guidance and assistance in obtaining applicable clinical ladder requirements. It shall be the Registered Nurse's individual responsibility to understand and meet all applicable clinical ladder requirements for the level which he/she seeks. If the Registered Nurse is not getting the appropriate guidance or assistance from the Department Director or Nurse Manager, the Registered Nurse shall escalate the matter to the CNO.
2. Staff RN III Registered Nurses will be expected to utilize downtime they may have during regularly scheduled working hours to create, administer, and implement mandatory department-specific educational in-services and process improvement projects. Staff RN IV Registered Nurses will be provided an additional twelve (12) hours paid per month to create, administer, and implement hospital-wide educational in-services and process improvement projects, scheduled so that it only qualifies for straight time pay.
3. If mandatory elements of the Clinical Ladder Career Advancement Program cannot be achieved due to unavailability of committee, committee membership opportunity, precepting class, or orientees to precept, the Registered Nurse shall raise such concerns to the Department Director or Nurse Manager as soon as practicable. The reasons for unavailability shall be provided, and will be verified by the CNO/Association President which will decide to waive the mandatory requirement. The waiver shall include the deadline to complete the mandatory requirement. Failure to meet the deadline shall lead to the redesignation of the Registered Nurse at the Registered Nurse's next application cycle. The Registered Nurse shall otherwise be required to meet the points requirement of the Clinical Ladder.

4. The Registered Nurse can apply to initiate participation on the Clinical Ladder Career Advancement Program, maintain current level on the Clinical Ladder Career Advancement Program, or advance to the next level Clinical Ladder Career Advancement Program on a quarterly basis. Clinical Ladder Career Advancement Program Portfolio (Attachment A) and completed points evaluation form (Attachment A) will be due March 1, June 1, September 1, and December 1. During each application cycle (quarter), a maximum of 100 applications will be reviewed by the Clinical Ladder/Professional Development Committee. Should more than 100 applications be received, the first 100 will be reviewed based on seniority. The remaining applications will be first in order for the next application cycle. Renewal applications shall not be subject to this restriction.
5. The CNO shall present the certification and supporting documents to the Committee for final review and approval for advancement. Approval shall be by consensus. Any Registered Nurse's application which does not pass by a mutual consensus shall be referred to the appeal process. Application reviews shall be completed by April 1, July 1, October 1, and January 1. The Committee may extend any timelines upon mutual agreement.
6. The Clinical Ladder advancement, once approved, will be effective the first full pay-period after Committee approval.
7. Registered Nurses who advance on the Clinical Ladder Career Advancement Program are placed on the wage grid corresponding to the applicable classification level at their step corresponding to their years of service.

2604 Renewal/Advancement of Clinical Ladder Career Advancement Program:

1. The Registered Nurse shall provide supporting documentation that he/she has met the applicable Clinical Ladder requirements to maintain his/her Clinical Ladder level.
2. Renewal or advancement of the Clinical Ladder level shall be initiated during any application cycle where the Registered Nurse has met all applicable clinical ladder requirements and requires completion of steps one (1) through five (5) of the process for Clinical Ladder Career Advancement Program initiation described above.
3. At each quarterly Clinical Ladder/Professional Development Committee meeting, the Committee shall review the list of those Registered Nurses whose clinical ladder level is set to expire within the next application cycle. The expiration list will be posted on the education bulletin board within seven (7) days. It shall be the Registered Nurse's individual responsibility to understand and meet all applicable clinical ladder requirements for the level which he/she seeks within any required application cycle.
4. If a Registered Nurse fails to meet requirements of the Clinical Ladder Career Advancement Program, decides to cease participation in the Clinical Ladder Career Advancement Program, or becomes ineligible to participate in the Clinical Ladder Career Advancement Program, the Registered Nurse shall be re-designated to the

RN classification for which he/she meets the necessary Clinical Ladder grid requirements.

2605 Appeal Process for the Clinical Ladder Career Advancement Program:

1. If the Committee recommends the re-designation of a Registered Nurse, the Registered Nurse has 14 calendar days after receipt of the notification, to appeal the decision. The appeal must be addressed to the CNO and must include specific facts and documentation supporting the appeal.
2. The Committee shall review a Registered Nurse's appeal and render its decision within 30 calendar days after receipt of the appeal, and must notify the Registered Nurse within 7 calendar days of its decision. Where an appeal is denied, a Registered Nurse shall be re-designated to the RN classification for which he/she meets the necessary Clinical Ladder grid requirements. The wage adjustment resulting from re-designation shall be effective the first full pay period following notification of the Registered Nurse.

2700

**ARTICLE 27
TERM OF AGREEMENT**

2701 This Agreement shall be in effect from date of ratification and shall continue in effect to and including December 29, 2021. This Agreement shall be automatically renewed from year to year thereafter unless changed, modified or terminated as provided herein.

2702 Either Party wishing to change, modify or to terminate this Agreement must serve written notice of such desire to the other Party at least ninety (90) calendar days prior to the expiration date of this Agreement, or prior to any subsequent anniversary date if applicable.

2703 For the purpose of this agreement a "calendar" year shall be defined as January 1st to December 31st.

2704 If a new Agreement is not reached prior to the expiration date, or any anniversary date thereafter, this Agreement shall terminate on the expiration (or anniversary) date unless the Parties, by mutual consent, execute a written extension of this Agreement for a specified period of time prior to the date of termination.

APPENDIX A REGISTERED NURSES WAGE SCHEDULE

Appendix A

SFRNA Registered Nurse Wage Schedule Effective 1st Full Pay Period after December 29, 2017												
	New Graduate		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Start	6 mos.	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year
			12 - 23 mos.	24 - 53 mos.	36 - 47 mos.	48 - 71 mos.	72 - 95 mos.	96 - 143 mos.	144 - 179 mos.	180 - 239 mos.	240 - 299 mos.	300+ mos.
New Grad	41.9455	REDACTED	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Staff RN												
Staff RN I	N/A	N/A										
Staff RN II	N/A	N/A										
Staff RN III	N/A	N/A										
Staff RN IV	N/A	N/A										
Staff RN WO/PD	REDACTED	REDACTED										
Staff RN I / Specialty RN I WO/PD	N/A	N/A										
Staff RN II / Specialty RN II WO/PD	N/A	N/A										
Staff RN III / Specialty RN III WO/PD	N/A	N/A										
Staff RN IV / Specialty RN IV WO/PD	N/A	N/A										

SFRNA Registered Nurse Wage Schedule Effective 1st Full Pay Period after December 22, 2018												
	New Graduate		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Start	6 mos.	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year
			12 - 23 mos.	24 - 53 mos.	36 - 47 mos.	48 - 71 mos.	72 - 95 mos.	96 - 143 mos.	144 - 179 mos.	180 - 239 mos.	240 - 299 mos.	300+ mos.
New Grad	REDACTED	REDACTED	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Staff RN	N/A	N/A										
Staff RN I	N/A	N/A										
Staff RN II	N/A	N/A										
Staff RN III	N/A	N/A										
Staff RN IV	N/A	N/A										
Staff RN WO/PD	REDACTED	REDACTED										
Staff RN I / Specialty RN I WO/PD	N/A	N/A										
Staff RN II / Specialty RN II WO/PD	N/A	N/A										
Staff RN III / Specialty RN III WO/PD	N/A	N/A										
Staff RN IV / Specialty RN IV WO/PD	N/A	N/A										

APPENDIX A REGISTERED NURSES WAGE SCHEDULE

Appendix A

SFRNA Registered Nurse Wage Schedule Effective 1st Full Pay Period after December 22, 2019												
	New Graduate		Step 1 1 Year	Step 2 2 Year	Step 3 3 Year	Step 4 4 Year	Step 5 5 Year	Step 6 6 Year	Step 7 7 Year	Step 8 8 Year	Step 9 9 Year	Step 10 10 Year
	Start	6 mos.	12 - 23 mos.	24 - 53 mos.	36 - 47 mos.	48 - 71 mos.	72 - 95 mos.	96 - 143 mos.	144 - 179 mos.	180 - 239 mos.	240 - 298 mos.	300+ mos.
New Grad	REDACTED	REDACTED	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Staff RN	N/A	N/A	REDACTED									
Staff RN I	N/A	N/A										
Staff RN II	N/A	N/A										
Staff RN III	N/A	N/A										
Staff RN IV	N/A	N/A										
Staff RN WO/PD	REDACTED	REDACTED	REDACTED									
Staff RN I / Specialty RN I WO/PD	N/A	N/A										
Staff RN II / Specialty RN II WO/PD	N/A	N/A										
Staff RN III / Specialty RN III WO/PD	N/A	N/A										
Staff RN IV / Specialty RN IV WO/PD	N/A	N/A										

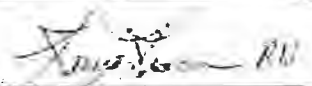




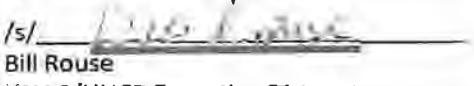
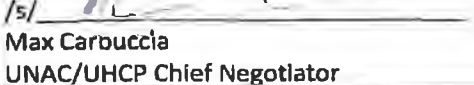
SFRNA Registered Nurse Wage Schedule Effective 1st Full Pay Period after December 22, 2020												
	New Graduate		Step 1 1 Year	Step 2 2 Year	Step 3 3 Year	Step 4 4 Year	Step 5 5 Year	Step 6 6 Year	Step 7 7 Year	Step 8 8 Year	Step 9 9 Year	Step 10 10 Year
	Start	6 mos.	12 - 23 mos.	24 - 53 mos.	36 - 47 mos.	48 - 71 mos.	72 - 95 mos.	96 - 143 mos.	144 - 179 mos.	180 - 239 mos.	240 - 298 mos.	300+ mos.
New Grad	REDACTED	REDACTED	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Staff RN	N/A	N/A	REDACTED									
Staff RN I	N/A	N/A										
Staff RN II	N/A	N/A										
Staff RN III	N/A	N/A										
Staff RN IV	N/A	N/A										
Staff RN WO/PD	REDACTED	REDACTED	REDACTED									
Staff RN I / Specialty RN I WO/PD	N/A	N/A										
Staff RN II / Specialty RN II WO/PD	N/A	N/A										
Staff RN III / Specialty RN III WO/PD	N/A	N/A										
Staff RN IV / Specialty RN IV WO/PD	N/A	N/A										







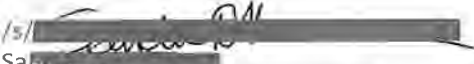

**ST. FRANCIS MEDICAL CENTER
ST. FRANCIS REGISTERED NURSES
ASSOCIATION**

2800

SIGNATURES

2801 This Labor Management Agreement was agreed between the Parties on the date of December 21, 2017 and was ratified by the Associations on the date of December 29, 2017.

St Francis Registered Nurses Association United Nurses Associations of California/ Union of Health Care Professionals, NUHHCE, AFSCME, AFL-CIO	St. Francis Medical Center Lynwood, California
/s/  Denise Duncan, RN UNAC/UHCP President	/s/  Steven Sharrer, CHRO Verity Health System
/s/  Charmaine S. Morales, RN UNAC/UHCP Executive Vice President	
/s/  Elizabeth A. Hawkins, RN UNAC/UHCP Secretary	
/s/  Jettie Deden-Castillo, NP UNAC/UHCP Treasurer	
/s/  Bill Rouse UNAC/UHCP Executive Director	
/s/  Max Carbuccia UNAC/UHCP Chief Negotiator	

/s/  Maria Rosas, RN SFRNA Negotiating Committee	
/s/  Ana Bergeron, RN SFRNA Negotiating Committee	
 Rosa Carcamo, RN SFRNA Secretary	
/s/  RD Edwin Guardado RN SFRNA Vice President	
/s/  Ana Bergeron, RN SFRNA Treasurer	
/s/  SLO SFRNA President	
/s/  Sahar UNAC/UHCP Staff Representative	
/s/  Mari SFRNA Negotiating Committee	

DEFINITIONS FOR BARGAINING

In order to clarify the UNAC/UHCP use of terms relating to the UNAC/UHCP labor organization, the following definitions are listed;

- ASSOCIATION:** The local Association formed within a medical center, and the term Association is used interchangeably with the term Affiliate.
- ASSOCIATIONS:** Refers to the United Nurses Associations of California/Union of Health Care Professionals which is always referred to in the plural, and which serves as the umbrella organization of the many Affiliates. When referred to in a Labor-Management Agreement, the use applies to the State organization alone, and/or to the State and Local Associations together according to the method of use.
- UNAC/UHCP:** Acronym for the United Nurses Associations of California/Union of Health Care Professionals.

It is usually the case that apostrophes are omitted from general usage in describing the possessive case of singular and plural nouns (as above), and text is written in such a manner as to avoid the usage of apostrophes; example: “---to be filed on a form provided by the Associations.”, rather than “---to be filed on the Associations’ form as provided.”

NOTICES

For the purposes of complying with the Employer's notice obligations as found in this Agreement, "Notice to the Association" shall be deemed sufficient upon the delivery or mailing of relevant documents to the Local Association President.

For purposes of complying with the Employer's notice obligations as found in this Agreement, "Notice to the Associations" shall be deemed sufficient upon the mailing of relevant documents to the State Associations President.

ATTACHMENT A

Clinical Ladder Career Advancement Program Requirements and Contract

To meet the requirements for Clinical Ladder Career Advancement Program one must:

- Have at least one (1) year of continuous employment as an Registered Nurse directly involved in patient care at St. Francis Medical Center
 - If a Registered Nurse transfers to a new department, the Registered Nurse may continue his/her clinical ladder. Upon transfer, to maintain current clinical ladder career Advancement Program level, the Registered Nurse will have 1 full year (365 days) to complete all unit-specific applicable requirements for Staff RNI.
- Earn minimum points value for clinical ladder level pursued (see Clinical Ladder Career Advancement Program Points Criteria Worksheet) including mandatory elements identified within the points criteria worksheet.
 - Minimum point value required:
 - Staff RN I: 20 points inclusive of mandatory elements
 - Staff RN II: 30 points inclusive of mandatory elements
 - Staff RN III: 40 points inclusive of mandatory elements
 - Staff RN IV: 60 points inclusive of mandatory elements

The Registered Nurse will not be unduly delayed in participation in the Clinical Ladder Career Advancement Program or from progressing on the Clinical Ladder.

I understand that I must meet all requirements stated above in order to complete my Clinical Ladder Career Advancement Program level and to be completed accordingly. My packet will be completed and submitted for review _____.

Current Clinical Ladder Level: _____

Clinical Ladder Level to be Pursued: _____

Staff Nurse Name (printed) _____

Staff Nurse Signature _____

Date ____/____/____

Direct Leader's Signature _____

**ATTACHMENT A: Clinical Ladder Career Advancement Program
Clinical Ladder Career Advancement Program Portfolio Requirements**

It shall be the Registered Nurse's individual responsibility to understand and meet all applicable clinical ladder requirements for the level which he/she seeks. It is the Registered Nurse's responsibility to submit his/her Clinical Ladder Career Advancement Program Portfolio within the application cycle in which the Registered Nurse believes he/she has met all applicable requirements and annually thereafter. The following items are to be submitted within the portfolio:

- 1) Copy of signed application packet previously submitted at time of entry on ladder
- 2) Current resume/CV
- 3) Current letter of recommendation from peer, supervisor, and or member of health care team
- 4) Personal narrative statement reflecting clinical practice and professional development
- 5) Clinical Ladder Staff RN I/II/III/IV Points Criteria worksheet and supporting documents.

ATTACHMENT A: Clinical Ladder Career Advancement Program Point Requirements

St. Francis Medical Center Clinical Ladder Career Advancement Program				
Staff RN I	Staff RN II	Staff RN III	Staff RN IV	
20 Total Points Required Mandatory Requirements: 1. Completion of Unit-specific competency/skill-set [10 points] 2. Professional Nursing Organization Membership [5 points]	30 Total Points Required Mandatory Requirements: 1. Professional Nursing Organization Membership [5 points] 2. Professional Certification [10 points] 3. Department-specific educational in-service <u>OR</u> process improvement project [3 points] 4. Preceptor and clinical resource for new hires and RNs I [Up to 5 points]	40 Total Points Required Mandatory Requirements: 1. BS/BSN [10 points] 2. Professional Nursing Organization Membership [5 points] 3. Professional Certification [10 points] 4. Department-specific educational in-service <u>OR</u> process improvement project [3 points] 5. Participation in unit-based committee [3 Points] 6. Teacher in annual Educational Skills Fair [5 points] 7. Preceptor and clinical resource for new hires and RNs I and II [Up to 5 points]	60 Total Points Required Mandatory Requirements: 1. MS/MSN [15 points] 2. Professional Nursing Organization Membership [5 points] 3. Professional Certification [10 points] 4. Hospital-wide educational in-service <u>OR</u> process improvement project [5 points] 5. Participation in hospital-wide committee [5 points] 6. Teacher in annual Educational Skills Fair [5 points] 7. Preceptor and clinical resource for new hires and RNs I, II, and III [Up to 5 points]	

ATTACHMENT A: Clinical Ladder Career Advancement Program Staff RN I Unit Base Core competency/Skills

7th Floor	Medical Surgical: 2 East, 4th, 5th, 8th Floor	Telemetry	SNF	Woundcare	Case Management
Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care
Competency of care of Ventilator Patients	Prepare and present 1 Skills validation topic annually	Demonstrated competency caring for PCI patients or hemodynamic class	Prepare and present 1 skills validation topic annually	Prepare and present 1 skills validation topic annually	Competency in case management for all areas and age groups
Prepare and present 1 Skills validation topic annually		Successful completion of EKG competency or EKG class		Nationally-recognized certification for Wound Care; through WOCNCB or AAWM	Prepare and present 1 skills validation topic annually
Successful completion of EKG competency or EKG Class		Prepare and present 1 skills validation topic annually			
NIHSS Credentialing					

ATTACHMENT A: Clinical Ladder Career Advancement Program Staff RN I Unit Base Core competency/Skills

Antepartum	L&D	L&D Nursery	L&D OR	L&D PARR	NICU	NURSERY
Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care
AWOHNN Advanced Fetal Heat Monitoring every two (2) years	AWOHNN Advanced Fetal Heat Monitoring every two (2) years	AWOHNN Advanced Fetal Heat Monitoring Advanced fetal monitoring every two (2) years (Does not apply to Registered Nurses hired on or before ratification of this Agreement)	AWOHNN Advanced Fetal Heat Monitoring Advanced fetal monitoring every two (2) years (Does not apply to Registered Nurses hired on or before ratification of this Agreement)	AWOHNN Advanced Fetal Heat Monitoring every two (2) years	Demonstrated competency in standard operating procedures of UA/UV line	Demonstrated competency to float to DOU level of NICU
Demonstrated competency floating to L&D	Demonstrated competency floating to antepartum, L&D Nursery, L&D OR, and L&D PARR	Demonstrated competency floating to antepartum, L&D, L&D OR, and L&D PARR (Does not apply to Registered Nurses hired on or before ratification of this Agreement)	Demonstrated competency floating to antepartum, L&D, L&D Nursery, and L&D PARR (Does not apply to Registered Nurses hired on or before ratification of this Agreement)	Demonstrated competency floating to antepartum, L&D, L&D Nursery, and L&D OR	Demonstrated competency of needle aspiration of pneumothorax	Demonstrated competency to care for infants needing BILI therapy, oxygen therapy and IV therapy
Prepare and present 1 skills validation topic annually	Prepare and present 1 skills validation topic annually	Prepare and present 1 skills validation topic annually	Prepare and present 1 skills validation topic annually	Prepare and present 1 skills validation topic annually	Demonstrated competency caring for infants w/Multisystem failure including ventilator infants (neonates)	Demonstrated competency in standard operating procedures of UA/UV lines
Completion of assigned annual Gnosis modules	Completion of assigned annual Gnosis modules	Completion of assigned annual Gnosis modules	Completion of assigned annual Gnosis modules	Completion of assigned annual Gnosis modules	Demonstrated competency in Team Call	Prepare and present 1 skills validation topic annually
MAB Credentialing	MAB Credentialing	MAB Credentialing	MAB Credentialing	MAB Credentialing	Demonstrated competency in transport competent	Completion of Gnosis modules as assigned
					Prepare and present 1 skills validation topic annually	
					Completion of Gnosis modules as assigned	

ATTACHMENT A: Clinical Ladder Career Advancement Program Staff RN I Unit Base Core competency/Skills

Emergency Department	ICU	Mobile Critical Care RN	Behavioral Health
Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in- U.S. accredited acute care
TNCC or ATCN credentialing	Competency in assisting with placement & monitoring of: chest tubes, central lines (including CVP), arterial lines and patient intubations	PALS	Demonstrated competency in group facilitation
ENPC	Prepare and present 1 skills validation topic annually	Prepare and present 1 skills validation topic annually	LPS designation within 2 years of hire
Prepare and present 1 skills validation topic annually	NIHSS Credentialing	TNCC or ATCN Credentialing	Competent to_ Supports BHU patients outside of department
NIHSS Credentialing		NIHSS Credentialing	Prepare and present 1 skills validation topic annually
MAB Credentialing			MAB Credentialing

ATTACHMENT A: Clinical Ladder Career Advancement Program Staff RN I Unit Base Core competency/Skills

GI Lab	PARR/PACU	Surgery	Surgery Center
Two (2) years experience in U.S. accredited acute care	Two (2) years experience in PARR/PACU - U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care
Successful completion of EKG competency or class	Prepare and present 1 skills validation topic annually	Demonstrated competency circulating in all modalities including: 1) ORTHO 2) NEURO 3) GENERAL 4) VASCULAR 5) GYN/UROLOGY 6) PLASTICS 7) ENT 8) OPTH 9) TRAUMA	Demonstrated competency in managing surgical pts. Pre/post procedures/surgeries
<u>Prepare and present 1 skills validation topic annually</u>	PALS	Demonstrated competency to serve as resource nurse, i.e. 1) ORTHO 2) NEURO 3) GYN/UROLOGY 4) ENT/PLASTICS/OPHTHALMOLOGY 5) GENERAL VASCULAR 6) TRAUMA 7) CARDIAC 8) NURSE INFORMATICS 9) ANESTHESIA 10) STERILIZATION 11) PEDS	Demonstrated competency of caring for post cardiac CATH patients
		PALS certification	Successful completion of EKG competency or class
		Prepare and present 1 skills validation topic annually	Prepare and present 1 skills validation topic annually

ATTACHMENT A: Clinical Ladder Career Advancement Program Staff RN I Unit Base Core competency/Skills

Oncology	Cardiac Cath Lab	Cardiology	PICC RN	Radiation Oncology	Interventional Radiology	Interventional/Cath Lab Holding Room
Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care	Two (2) years experience in U.S. accredited acute care
Chemo certified and demonstrated competency in the administration of Chemo	Successful completion of EKG competency or EKG class	Competency for procedural sedation for bronchoscopy/TEE	Demonstrated competency for procedural sedation for all patients except pediatrics	Prepare and present 1 skills validation topic annually	Demonstrated competency of caring for interventional procedure pts.	Completion of hemodynamics, critical care or ED course
<u>Prepare and present 1 skills validation topic annually</u>	Successful completion of hemodynamic, critical care or emergency med course	Successful completion of EKG competency or EKG class	Completion of a hemodynamics, critical care or ED course		Demonstrated competency for procedural sedation for all patients except pediatrics	Demonstrated competency for procedural sedation for all patients except pediatrics
	ACLS		<u>Prepare and present 1 skills validation topic annually</u>		Successful completion of, hemodynamics, critical care or emergency med course	Competent to care for radiology patients and assist with special procedures, outside of angio
	<u>Prepare and present 1 skills validation topic annually</u>				Successful completion of EKG competency or class	Successful completion of EKG competency or EKG class
	<u>NIHSS Credentialing</u>				Prepare and present 1 skills validation topic annually	NIHSS credentialing
					NIHSS Credentialing	

ATTACHMENT A: Clinical Ladder Career Advancement Program Staff RN I Unit Base Core competency/Skills

PEDS	WHC Postpartum
Two (2) years experience in U.S. accredited acute care	Two (2) years experience in <u>U.S. accredited acute care</u>
Successful completion of pediatric EKG competency or EKG class	Successful completion of pp and newborn assessment modules and high risk modules (DM & HTN)
Successful completion of adv pediatric modules (fluid/electrolytes, ABG interpretation & assessment)	Successful completion of high risk OB class & demonstrated competency
Prepare and present 1 skills validation topic annually	Successful completion of annual high risk pt care competency
	Prepare and present 1 skills validation topic annually
	Completion of Gnosis modules as assigned

ATTACHMENT A: Clinical Ladder STAFF RN I/II/III/IV Points Criteria Worksheet

Mandatory Requirements are bolded.

CRITERIA	DETAILS	POINT VALUE	POINTS EARNED
Education Criteria Total _____	The following requires documentary support; official verification may be required: Highest Level Achieved		
	BSN/BS in health related field from Commission of Collegiate Nursing Education (CCNE) or National League of Nursing Accrediting Commission (NLNAC) accredited institution[Mandatory for RN III]	10	
	MSN/MS in health related field from Commission of Collegiate Nursing Education (CCNE) or National League of Nursing Accrediting Commission (NLNAC) accredited institution [Mandatory for RN IV]	15	
	DNP/PhD in health related field from Commission of Collegiate Nursing Education (CCNE) or National League of Nursing Accrediting Commission (NLNAC) accredited institution	20	
Nursing Experience Criteria	Years of service as a Registered Nurse at St. Francis Medical Center or Verity Health System Hospital:		

ATTACHMENT A: Clinical Ladder STAFF RN I/II/III/IV Points Criteria Worksheet

CRITERIA	DETAILS	POINT VALUE	POINTS EARNED
Total _____	1-4 years	2	
	5-9 years	4	
	10-14 years	6	
	15-19 years	8	
	20 years	10	
	21+ years	10+ (1pt/year over 20 years)	
	Years of experience as a Registered Nurse in accredited acute care U.S. hospital (Non-Verity):		
	1-4 years	1	
	5-9 years	2	
	10-14 years	3	
	15-19 years	4	
	20+ years	5	
Professional Practice Criteria	Membership in National Professional Nursing (or health related) Organization [Mandatory for RN I, II, III and IV].	5	
Total _____	Professional Nursing (or health related) Certification [Mandatory for	10	

ATTACHMENT A: Clinical Ladder STAFF RN I/II/III/IV Points Criteria Worksheet

CRITERIA	DETAILS	POINT VALUE	POINTS EARNED
	RN II, III and IV]. Proof of certification required.	10	
	Advanced Practice Licensure/Certification	3	
	Membership in a community, state, or region-wide Professional Nursing (or health related) Organization.	2	
	Participation in a non-nursing community-wide council or committee	3	
	Participation in a non-nursing state-wide council or committee	5	
	Participation in a non-nursing national council or committee	3	
	Acts as officer or chair on a community, state, or national council or committee. Proof of role required. <u>Definitions:</u> 1) Committee Participation is defined as 75% attendance in rolling 12 month		

ATTACHMENT A: Clinical Ladder STAFF RN I/II/III/IV Points Criteria Worksheet

CRITERIA	DETAILS	POINT VALUE	POINTS EARNED
	<p>within 12 months. The percentage calculation shall exclude per diem RNs and RNs on LOA. [Mandatory for RN IV]</p> <p>OR</p> <p>Complete hospital-wide educational in-service. Topic(s) of process improvement projects and educational in-services require pre-approval by CNO or designee. [Mandatory for RN IV]</p>	5	
	<p>Annual participation as teacher/in Education Skills [Mandatory for RN III and IV]</p>	5	
	<p>Participation as teacher for BLS, ACLS, PALS, NRP, <u>TNCC</u>, <u>ATCN</u></p>	5	
	<p>Completion of <u>BRN approved</u> continuing education units. Requires proof of validation</p>	1pt/CEU completed (Max 5points)	
	<p>Super-user for project/process rollout implementation</p>	1pt/hour completed (Max 10 points)	
	<p>Ongoing super-user for technology/equipment use</p>	2	
	<p>MICN Credentialing</p>	5	

ATTACHMENT A: Clinical Ladder STAFF RN I/II/III/IV Points Criteria Worksheet

CRITERIA	DETAILS	POINT VALUE	POINTS EARNED
	Maintenance of RN I unit-based core competency/skills	3	
Interprofessional Collaboration Criteria Total _____	Participation in unit based committee. [Mandatory for RN III].	3	
	Participation in hospital-wide committee. [Mandatory for RN IV]	5	
	Participation in Verity system-wide committee	10	
	Perform as unit Charge Registered Nurse.	3	
	Precept pre-licensure nursing student and/or travel Registered Nurses. [Mandatory for RN II, III and IV]	1	
	Precept experienced RN (>1 year) new to St. Francis Medical Center. [Mandatory for RN II, III and IV]	1	
	Precept experienced RN (>1 year) entering a new specialty area. [Mandatory for RN II, III and IV]	1	
	Precept new graduate RN. [Mandatory for RN II, III and IV]	3	
	<u>Definitions:</u> 1) Participation is defined as 75% attendance in rolling 12 month period and requires signature attestation from chairperson.		

ATTACHMENT A: Clinical Ladder STAFF RN I/II/III/IV Points Criteria Worksheet

CRITERIA	DETAILS	POINT VALUE	POINTS EARNED
	2) Preceptor is defined as any RN who has been designated by Department Director, Nurse Manager, or Registered Nurse Educator to orient new hires to the department. Effective January 1, 2019, a Registered Nurse must first complete preceptor class before he/she can perform as a preceptor.		
Advocacy Criteria Total _____	The following all require proof of participation: Participation in community service or volunteer program	1pt/hour of service (Max 5points)	
	Participation in community education or Verity Health supported/sponsored volunteer program	1pt/hour of service (Max 5points)	
	Participation in humanitarian aid or mission within U.S. and associated territory	5	
	Participation in humanitarian aid or mission outside of U.S.	10	
	Enlisted in U.S. Military Reserve or National Guard	5	
	Military Veteran	10	
Professional Image of Nursing Criteria	Recipient of St. Francis or Verity Health professional award or recognition. Requires proof of validation.	5	

ATTACHMENT A: Clinical Ladder STAFF RN I/II/III/IV Points Criteria Worksheet

CRITERIA	DETAILS	POINT VALUE	POINTS EARNED
Total _____	Recipient of non-hospital or Verity related professional or community award or recognition. Requires proof of validation.	10	
	Attend community, state, or region-wide nursing or health related conference, meeting, or symposium. Requires proof of attendance.	3	
	Attend national nursing or health related conference, meeting, or symposium. Requires proof of attendance.	5	
	Submit abstract for presentation at community, state, region, or nation-wide nursing or health related conference, meeting, or symposium. Requires proof of submission.	3	
	Poster, group, or roundtable presentation at community, state, region, or nation-wide nursing or health related conference, meeting, or symposium. Requires proof of presentation.	5	
	Podium or keynote presentation at community, state, region, or nation-wide nursing or health related conference, meeting, or symposium. Requires proof of presentation.	10	
	Submit abstract for publication in peer-reviewed journal or textbook. Requires proof of submission.	5	

ATTACHMENT A: Clinical Ladder STAFF RN I/II/III/IV Points Criteria Worksheet

CRITERIA	DETAILS	POINT VALUE	POINTS EARNED
	Publication in peer-reviewed journal or textbook. Requires proof of publication.	10	
	Participation in St. Francis Medical Center based research project/program. Requires proof/signature participation from Principal Investigator.	1pt/hour of participation (Max 10 points)	
	Participation in recruitment outreach as verified by VP of HR Services	2	
	Participation in new hire onboarding and orientation as verified by Director of Education	2	
Clinical Ladder Points Reductions	Written Corrective Action (excluding attendance and punctuality) within last application cycle	-3 Point Reduction	
	Final Written Corrective Action (excluding attendance and punctuality) within last application cycle	-5 Point Reduction	
Total Clinical Ladder Points (minus applicable Clinical Ladder Points Reductions)		RN I. ___/20 RN II ___/30 RNIII ___/40 RNIV ___/60	

ATTACHMENT B

LETTER OF UNDERSTANDING

The Parties agree that this Side Letter of Agreement is entered into by and between St. Francis Medical Center ("Employer") and the St. Francis Registered Nurses Association, United Nurses Associations of California/Union of Health Care Professionals, National Union of Hospital and Healthcare Employees, AFSCME, AFL-CIO (UNAC/UHCP) and deemed an integral part of the collective bargaining agreement.

The Parties agree that the Employer will provide training to those Registered Nurses who assume the role of preceptor. The Employer will also develop tools for preceptors to use while orienting Registered Nurses. Effective January 1, 2019 a Registered Nurse shall not be eligible to serve as a preceptor until the preceptor training and orientation is completed.

A preceptor is an experienced and competent staff nurse who serves as a clinical role model and resource person for new hires, new graduates, transfers from other departments, Volunteers and Registered Nurses seeking advancement on the Clinical Ladder. A preceptor is selected to work alongside an individual who is new to his/her field/specialty/facility or unit. A preceptor may be relieved of a case load while precepting. A preceptor orients new hires, new graduates, transfers, Volunteers and RNs seeking advancement on the Clinical Ladder to their roles and responsibilities on their assigned units and introduces them to the workplace. A preceptor is not responsible for developing a learning plan nor is the preceptor responsible for the evaluation of the learning process. It is understood that preceptors will be responsible for completing competency related documents that speak to the performance of the new Registered Nurse.

Precepting students will be voluntary and the Parties understand that it is the responsibility of the sponsoring educational institution to provide precepting to the students from such institution.

A preceptor differential in the amount of \$2.75 per hour will be paid to those Registered Nurses who management designates as meeting the definition above.

ATTACHMENT C

LETTER OF UNDERSTANDING

Most Favored Nation Clause

Bargaining Unit Registered Nurses ("Nurses") at St. Francis Medical Center ("Employer") shall receive no less favorable contractual benefits with respect to the following issues: shift differential rates; reporting time pay; holidays; holiday premiums; PTO benefits, jury duty leave and bereavement leave; and Employer's contributions to the Retirement Plan Account ("RPA"), than received by St. Francis employees represented by Service Employees International Union, United Healthcare Workers-West ("SEIU UHW").

If, during the collective bargaining negotiations between the Employer and the Service Employees International Union, United Healthcare Workers-West ("SEIU UHW"), the Employer and SEIU-UHW agree to a health benefits plan in which the premiums to be paid by the SEIU-UHW bargaining unit employees are less than the premiums to be paid by the SFRNA bargaining unit employees, such premium payment plan agreed to with SEIU-UHW shall also be offered to SFRNA.

MUD ATTACHMENT D

LETTER OF UNDERSTANDING

Where a full-time Registered Nurse is regularly scheduled to work on a designated premium holiday he/she shall receive premium pay for said day this includes those circumstances where a Registered Nurse works an additional shift during that same workweek. In such cases, the Registered Nurse shall be paid two (2) days at premium pay and two (2) days at regular pay. Part-time and per diem Registered Nurses must work the equivalent of full time hours to receive both premium pays.

ATTACHMENT F

**Side Letter of Agreement
Between
St. Francis Medical Center and
St. Francis Registered Nurses Association
Regarding MUD Days (make up days):**

The parties to this agreement understand that problems have arisen with respect to the Employer's make up day policy. In an effort to address the needs of the Hospital and the Registered Nurses, the parties agree as follows:

(1) The contract language shall remain "as is" and Administrative Policy and Procedure # 207 remains in effect.

(2) Employer reaffirms its commitment to paragraph 4.6 of Administrative Policy and Procedure # 207 and will only utilize this procedure upon a showing of an established pattern. Appropriate communication regarding the MUD policy will be distributed to all Hospital Management.

(3) If a make up day is scheduled and completed within an agreed upon time period, the unscheduled absence will not count toward discipline, except in the case of a pattern of established sick calls on weekends, holidays and days before/after vacation. However, no more than two weekend day call offs per year will be excluded from disciplinary procedures pursuant to this policy.



For the Employer

Date: 6-24-05

Time: 12:45 p



For the Union

Date: 7/7/05

Time: 1350

ATTACHMENT G

**Side Letter of
Agreement Between
St. Francis Medical Center and
St. Francis Registered Nurse Association
Regarding Scheduling PTO Vacation
for SFMC RNs**

The Employer and The Association jointly agree to the following:

- During the period of June 15th through September 1st, all requests for vacation PTO will be limited to two (2) weeks. Unless there are no other PTO requests, then an expanded period of time can be granted.
- Per current contract requirements, all requests for PTO vacation will be submitted to management by February 15th. Management response will be due to the RN by April 15th.
- Current scheduling of PTO by department will occur with the number of Registered Nurses eligible to be off during the “effected period” consistent with prior practice with the exception of the following departments which will grant up to three (3) RNs off at a given time:
 - Labor and Delivery
 - ICU
 - Medical/ Surgical Units
 - Emergency
 - Telemetry
- The Employer strongly supports that Registered Nurses take the appropriate time off due to them. Unless requested by the Registered Nurses, management will assign PTO during the period of absence for vacation purposes.
- The exception to the agreement to grant 3 Registered Nurses off will be if there is any open FMLA/CFRA leaves (excluding workers compensation leaves) at the time PTO/ Vacation requests are responded to on April 15th.
- As stated above, all other units will grant time off to RNs consistent with their previous practice of approving PTO requests.
- These provisions will apply only to the effected period identified above.
- Requests for Vacation PTO during the above effective period *must* be separated by a minimum of *three consecutive calendar days*. If a Registered Nurse requests *two separate* vacation periods during the effective period they must *be separated by a minimum of three consecutive calendar days*. *The Registered Nurse may be scheduled*

to work these days.

- All requests for PTO will be granted on the following assumption unless otherwise identified by the Registered Nurse on the request form.
 - Work shifts will be scheduled immediately prior to or immediately after the period of time requested off.
- No Registered Nurse will be mandated to work on their granted vacation without Registered Nurse approval.
- If all vacation requests are denied to a Registered Nurse then Employer's management and the effected Registered Nurse will jointly meet to review the vacation schedule so that a vacation may be achieved for the affected Registered Nurse.
- Vacation request submitted outside the February – April period will be granted on a first come first serve basis with seniority used if 2 or more RNs submit on the same day for the same time period.
- Employer's management and the Association jointly encourage any Registered Nurse who knows they will *not* be utilizing their granted vacation, notify their manager ASAP so that the next Registered Nurse who should be granted that period of time may have the opportunity to take vacation during that period of time.

ATTACHMENT H

**Side Letter of
Agreement Between
St. Francis Medical Center and
St. Francis Registered Nurse
Association Regarding Floating
Committee**

A. The Parties agree to form a committee for the purpose of:

1. Evaluating current floating practices.
2. Identifying factors that contribute to floating.
3. Assessing patterns of floating.
4. Establishing floating practices consistent with safe patient care, nursing practice standards, and staffing ratios.

The Parties are free to review other Union contracts or other hospital policies and procedures and any other industry practices in addressing the floating issues.

B. Composition of Committee:

The Employer will provide, if requested, floating records for the committee to review.

The committee shall consist of eight (8) members, four (4) chosen by the Employer and four (4) chosen by the Association.

The first committee meeting will be held no later than 90 days after ratification of the Agreement. The committee will establish mutually agreed upon floating guidelines no later than June 30, 2018. The committee may revisit the floating issue once annually thereafter as may be required.

Should the Parties fail to reach agreement by June 30, 2018 on mutually agreed upon guidelines, the Parties shall utilize a mediator to assist in reaching mutual agreement.

Any Registered Nurses who participate in the committee on behalf of the Union shall be compensated at their regular rate of pay for Their attendance.

Whatever agreements the Parties may reach must be consistent with the provisions of the collective bargaining agreement.

ATTACHMENT I
November 29, 2017
Side Letter of Agreement
Between
St. Francis Medical Center and
St. Francis Registered Nurse
Association MICN Settlement
AGREEMENT

Mobile Intensive Care Nurse ("MICN") assignments will be made in accordance with Department of Health regulations.

MICN Registered Nurses who are assigned as the MICN Radio Nurse should have no formal assignment other than being dedicated to the radio.

As a result, effective December 1, 2013, the Parties agree to the following:

1. Any MICN Registered Nurse who is assigned to the Radio on any given shift will not be ask to provide Meal or Break relief coverage for other REGISTERED NURSES. Because the assigned Radio nurse cannot be counted in minimum staffing ratios, the MICN REGISTERED NURSE assigned to the Radio will not otherwise be assigned to assume patient care for other Registered Nurses.
2. Any MICN Registered Nurse who is assigned as the Radio nurse will participate in requested tasks in assisting others with patients when available. However, the nursing tasks that may be assigned to the MICN Registered Nurse must be tasks that can be readily put aside without endangering a patient when the MICN Registered Nurse needs to resume her or his primary assignment of base radio responder.
3. Radio nurses will notify management if they are requested by peer Registered Nurses to take a hand- off pf their patients.
4. Radio nurses will actively work to support the patient care environment when their workload allows.
5. Both Parties recognize that where verifiable emergent patient care requirements occur, all options will be considered and as a last resort, the Employer may request the assistance of the Radio Nurse when there are no calls on the base radio.

For MICN credentialing, the Parties agree as follows:

1. Qualification requirements shall be established in writing and agreed to by both Parties.

2. If there is a limited number of available spaces, Registered Nurse seniority shall be the determining factor for placement.
3. Open classes shall be communicated and any denials will be validated with the reason for such denial.

ATTACHMENT J
Side Letter of
Agreement Between
St. Francis Medical Center and
St. Francis Registered Nurse Association
Process for Temporary Non Patient Care
Assignments

This memo will confirm our agreement on April 30, 2014 regarding the process for using RN's in temporary non-patient care assignments. St. Francis Medical center leadership and UNAC agree to the following:

1. Management will notify Human Resources of opportunities of temporary assignments.
2. Temporary assignments will be time limited to no more than 12 months. Time may be extended by mutual agreement of the Employer and the Association.
3. Human Resources will notify the Association of temporary assignment.
4. Human Resources will post these assignments on the job bulletin board for 7 days in the individual department.
5. Registered Nurses who are interested will go directly to the manager (not screened by recruitment).
6. No one on a Final Written Warning may be considered for temporary assignments.
7. If no one applies, management may approach Registered Nurses for the temporary assignment.
8. Special assignments may not involve management duties.
9. Once a Registered Nurse ~~associate~~ has been chosen for the temporary assignment, management will notify Human Resources who has been chosen and when they will begin.
10. All 12 hour Registered Nurses chosen will remain on 12 hours shifts.
11. Registered Nurses who expressed interest in the temporary assignment but were not selected will be notified of how to become eligible for future projects.
12. If additional resources are required for a project, all Registered Nurse's on the unit will be offered the opportunity to assist on an intermittent basis.


ATTACHMENT K
Side Letter of
Agreement Between
St. Francis Medical Center and
St. Francis Registered Nurse Association
Dress Code Policy


This side letter agreement is entered into by and between St. Francis Medical Center (hereinafter "SFMC" or "the Employer") and St. Francis Registered Nurses Association, United Nurses Associations of California/Union of Healthcare Professionals (hereinafter "the Union" or the "the Association"). Collectively, the Employer and the Association are referred to as "the Parties".

The Parties agreed that if at a future date the Employer wishes to modify the dress code, it agrees that it will notify the Union of its intent to do so and prior to making any change and engage in effects bargaining.

St. Francis Registered Nurses
Associations, United Nurses Associations
of California/Union of Healthcare
Professionals ("the Union" or "the
Association")

For St. Francis Medical Center ("SFMC")


Date: 12/30/17


Date: 12/30/17

ATTACHMENT L

Side Letter of Agreement



memo

Date: March 19, 2015
From: Laura S. Kato, Vice President, Human Resource Services
To: Sandra Marques, UNAC/UHCP Staff Representative
Re: Side Letter – Fatigue Language
Surgery, IR and Cath Lab (Impacted Departments)

Laura S. Kato 3-19-15
Sandra Marques 3/19/15

This side letter reflects the agreement between UNAC and St. Francis Medical Center to provide management and RN's working in the impacted departments, guidelines to accommodate RN's who experience a level of fatigue that has the potential to impede the RN's ability to safely perform their duties and care for patients. This side letter is intended for RN's who worked at SFMC consecutive shifts as a result of their regular shift schedule and Call back hours and experience fatigue.

1. Management will continue to provide a schedule that conforms with the CBA which identifies RN's scheduled shifts (hours) and On-Call hours.
2. Management will not make any substantial changes to the scheduling practices that the impacted departments have historically had.
3. It is the RN's responsibility to notify their Manager of their level of fatigue and to request accommodation to their scheduled shift or schedule.
4. Management will make reasonable efforts in working with the RN to make an accommodation to their schedule when an RN requests this as a result meeting the above stated circumstances.
5. RN's who request a modification to their schedule because of their level of fatigue will not be disciplined, or receive negative comment on their performance appraisal for requesting a shift change.
6. Management's recognition of RN's level of fatigue under this agreement is not to be used on a regular basis for RN's to seek modification of their regular schedule.
7. RN's in the impacted departments will attempt to avoid calling in sick due to fatigue instead of seeking a modification of their schedule with their manager in advance.
8. Any complaint or dispute arising due to the interpretation or application of this side letter will be jointly investigated by the Employer and the Union to achieve resolution. It is the intent of both the Union and the Employer to reach mutually acceptable resolutions outside the grievance process, when possible, to any complaint or dispute arising due to the interpretation or application of this side letter.

ATTACHMENT M

**Side Letter of Agreement Between UNAC and St. Francis Medical Center
June 28, 2017**

PICC Unit – 10-Hour Shifts

The Parties agree that the PICC Registered Nurses shall switch from working five 8-hour shifts per week to working four 10-hour shifts per week, subject to the following terms:

1. The PICC unit will change from 8 hour shift to 10 hour shifts and any new hires into the PICC unit would be hired as 10 hour shifts.
2. The 10 hour shift be 08-1830/4 days per week.
3. The 10 hours shift change would be effective July 30, 2017 if agreement is reached by June 28th.
4. Employer will notify the Association of any change for 10 hour shifts and engage in effects bargaining prior to any changes as per the CBA, paragraph 1312.

DATE: June 28, 2017

Stephen C. Sharrer

By: Scott Byington
For: UNAC

Scott Byington

DATE: June 28, 2017

Vicki Del Castillo

By: Vicki Del Castillo
For: St. Francis Medical Center

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Notes

ST. FRANCIS MEDICAL CENTER

And

**ST. FRANCIS REGISTERED NURSES ASSOCIATION,
UNITED NURSES ASSOCIATIONS OF CALIFORNIA/
UNION OF HEALTH CARE PROFESSIONALS,
NUHHCE · AFSCME · AFL-CIO**

**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/
UNION OF HEALTH CARE PROFESSIONALS
NUHHCE · AFSCME · AFL-CIO**

LABOR-MANAGEMENT BARGAINING HISTORY

<u>AGREEMENT</u>	<u>EFFECTIVE DATES</u>
ORIGINAL	July 6, 1992 to July 5, 1995
2nd CONTRACT	July 6, 1995 to June 30, 1998
3rd CONTRACT	July 1, 1998 to June 30, 2001
4th CONTRACT	July 1, 2001 to June 30, 2005
5th CONTRACT	July 1, 2005 to June 30, 2008
6th CONTRACT	September 9, 2008 to June 30, 2011
7th CONTRACT	September 8, 2011 to June 30, 2014
8th CONTRACT	December 23, 2014 to December 22, 2017
9th CONTRACT	December 29, 2017 to December 29, 2021

STATE OFFICES

955 Overland Court, Suite 150
San Dimas, CA 91773

Ph: 909-599-8622 · 800-762-5874
Fax: 909-599-8655

SAN DIEGO OFFICES

5030 Camino de la Siesta, Suite 306
San Diego, CA 92108

Ph: 619-280-5401
Fax: 619-280-7406

24 hour answering services
provided when offices are closed.

Exhibit 3



TITLE: MEAL AND REST PERIOD

Department: Human Resources		Effective Date	4/27/09
		Date Revised	8/14, 5/17.
Manual	Human Resources	Author	Human Resources
Replaces the following Policies: Employees Rest and Meal Breaks		Responsible Person	Director of Human Resources

Policy

Seton Medical Center/Seton Medical Center Coastsides (SMC/SMCC) recognizes that employees need periodic rest periods and meal breaks to meet physical needs and decrease fatigue. The purpose of this policy is to provide the parameters of the rest period and meal break benefits for Employees. As used in this Policy, the term "Employee" refers to a non-exempt Employee, all of whom are paid on an hourly basis.

DEFINITIONS:

Rest Period: A 15 minute period during which the Employee is relieved of all duties. Rest periods are counted as hours worked and are paid for.

Meal Period: A period of not less than 30 minutes during which the Employee is relieved of all duties, and during which the Employee normally eats a meal. Meal periods are not counted as hours worked and, accordingly, are not paid for.

On-Duty Meal Period: A meal period that takes place during working time when the nature of the Employee's work prevents the Employee from being relieved of all duty. On-duty meal periods are counted as hours worked and are paid for. As described below, on-duty meal periods can be used only in very limited circumstances.

AFFECTED DEPARTMENTS/SERVICES:

All Non-exempt Employees in all Departments.

POLICY COMPLIANCE - KEY ELEMENTS:

A. Rest Periods

1. For the convenience and wellbeing of Employees, one 15 minute rest period (break) is authorized and permitted per each four hours worked or major fraction thereof. A rest period need not be authorized for Employees whose total daily work time is less than 3½ hours.
2. For Employees working 12-hour shifts, three rest periods will be authorized and permitted.
3. Rest periods must be counted as hours worked and, insofar as practicable, be in the middle of each four hour work period.
4. Rest periods are not to be accumulated used to leave work early, or to extend the meal period



TITLE: MEAL AND REST PERIOD

unless permitted by an applicable collective bargaining agreement.

B. Meal Periods

1. Employees may not work a work period of more than five hours without a meal period of not less than 30 minutes, with the following three exceptions:
 - a. An Employee may voluntarily agree in writing to waive the Employee's right to a meal period when a work period of not more than six hours will complete the day's work. The Employee will be required to complete Attachment A, which will be kept in the Employee's personnel file. The Employee will be compensated for all working time.
 - b. An Employee who works shifts in excess of eight total hours in a workday and is entitled to a second meal period may voluntarily waive their right to the second meal period. The Employee will be required to complete Attachment B, which will be kept in the Employee's personnel file. The Employee shall be fully compensated for all working time.*
 - c. If scheduled to work more than six hours, an Employee may voluntarily agree to an on-duty meal period. Employees will be required to complete Attachment C, which will be kept in the Employees' personnel file. An on-duty meal period (i.e., one in which the Employee is not relieved of all duty) is permissible only when the nature of the work prevents the Employees from being relieved of all duty.
2. SMC/SC's timekeeping system requires Employees to record their time at the beginning of the workday, the end of the workday, and at the beginning and end of each meal period. Employees will be provided an opportunity to choose between two options regarding meal period clocking. The Employees will be given the opportunity each shift to select which option they want to use for that shift at the time the Employee clocks out for their first meal. The choice of which option to use should be made voluntarily, and no action will be taken against an Employee for selecting one option over the other.
 - a. Under the first option, Employees need only record the beginning of their meal period and the time keeping system will automatically record a 30-minute meal period. This first option is based on the assumption that most meal periods are 30 to 35 minutes long. It also takes into account that an Employee may forget to record the end of the meal period or does not want to take the time to record it. If an Employee chooses the automatic clocking option, and the Employee's actual meal period was less than 30 minutes or longer than 35 minutes, the Employee should complete an Employee Timekeeping Exception Form at the end of the meal period, but this may be done until the end of the pay period. Employees who discover inaccurate recordings after the end of the pay period can correct these recordings by contacting their supervisor. Supervisors will receive instruction on how to assist Employees who need to change their time records.
 - b. Under the second option, Employees must record both the beginning and the end of their meal period.



TITLE: MEAL AND REST PERIOD

* These meal period waivers may be obtained only from Employees who provide direct patient care, work in a clinical or medical department, including pharmacists dispensing prescriptions in any practice setting, or Employees working primarily or regularly as a member of a patient care delivery team. These waivers cannot be obtained from Employees primarily engaged in providing meals, performing maintenance or cleaning services, doing business office or other clerical work, or performing a combination of these duties.

C. Employees Responsibility

1. Read, execute and return for filing the Meal and Rest Period Summary, Attachment D.
2. Employees are responsible for taking their rest/meal periods as outlined in this policy.
3. If an Employee believes they will not be able to take a required rest or meal period, it is the Employee's responsibility to inform their supervisor in time for the supervisor to attempt to arrange for the rest/meal period. This notification should be given as far in advance of the rest/meal period as practicable.
4. If a meal period to which an Employee is entitled was not timely provided/made available, the employee must promptly inform his or her supervisor and complete and submit a Timekeeping Exception Form before the end of the pay period. Employees should also report if they were discouraged, dissuaded or prevented from taking a full, timely meal period. However, employees should not report instances in which a 30-minute meal was timely provided but the employee voluntarily decided to take a short meal, take it later, or not take a meal period at all.
5. Accurately record all work and meal periods. If the automatic clocking is not correct because the Employee took a meal period of less than 30 minutes or more than 35 minutes, the Employee should complete an Employee Timekeeping Exception Form at the end of the meal period, but this may be done until the end of the pay period. Employees who discover inaccurate recordings after the end of the pay period can correct these recordings by contacting their supervisor.
6. If a rest period to which an employee is entitled was not authorized or permitted, the employee must promptly inform his or her supervisor and complete and submit a Timekeeping Exception Form before the end of the pay period.

D. Supervisor Responsibility

1. Supervisors have overall responsibility for compliance with this policy, including taking steps to make sure that meal periods are provided/made available, and rest periods authorized and permitted in accordance with this Policy. This will require that appropriate training be provided to non-exempt Employees.
2. When notified that any Employee may not be able to take their meal or rest period, the supervisor should attempt to take steps to allow the Employee to take the meal/rest periods.
3. Where necessary, the supervisor may authorize Employees to continue working through their meal



TITLE: MEAL AND REST PERIOD

or rest periods.

4. Make sure that all applicable forms (Attachments A through ID) have been executed and sent to Human Resources and that all Employee's time records are accurate.
5. Monitor reports to make sure that the extra compensation provided for by this Policy is justified by staffing, workload, and patient care considerations.

E. Medical Center Responsibility

1. Provide training for managers and supervisors regarding the appropriate implementation of this Policy.
2. Ensure that the timekeeping system functions in a manner that allows for implementation of this Policy, including the payment of the extra compensation payable in the event that full meal periods are not provided/made available, or rest periods are not authorized and permitted, in accordance with the applicable provisions of the Labor Code and the Wage Order.



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TITLE: MEAL AND REST PERIOD

ATTACHMENT A

Seton Medical Center/Seton Medical Center Coastsides

SIX HOUR MEAL PERIOD WAIVER

I hereby voluntarily waive my right to my meal period on days when a work period of not more than six hours will complete my day's work. I understand that I will be fully compensated for all working time, and I further understand that either Seton Medical Center/Seton Coastsides or I may revoke this waiver at any time by providing the other with written notice. This waiver shall be effective _____ and shall continue unless and until either I, or Seton Medical Center/Seton Coastsides, exercise the right to revoke it.

I acknowledge that I have read this waiver, understand it, and voluntarily agree and consent to its provisions.

Signature of Employee: _____ Date: _____

Print or Type Name of Employee:

APPROVED for Seton Medical Center/Seton Coastsides

By: _____ Date: _____



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TITLE: MEAL AND REST PERIOD

REVOCATION OF WAIVER

I hereby revoke the above waiver effective the beginning of my next shift.

Signature of Employee: _____ Date: _____

Print or Type Name of Employee:

RECEIVED for Seton Medical Center/Seton Coastsides;

By: _____ Date: _____



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TITLE: MEAL AND REST PERIOD

ATTACHMENT B

Seton Medical Center/Seton Coastsides

SECOND MEAL PERIOD WAIVER

I hereby voluntarily waive my right to the second of my two meal periods on days that I work a shift in excess of 8 total hours and am entitled to a second meal period. I understand that I will be fully compensated for all working time, and I further understand that either Seton Medical Center/Seton Coastsides or I may revoke this waiver at any time by providing the other with at least one day's written notice. This waiver shall be effective _____ and shall continue unless and until either I, or Seton Medical Center/Seton Coastsides, exercise the right to revoke it.

I acknowledge that I have read this waiver, understand it, and voluntarily agree and consent to its provisions.

Signature of Employee: _____ Date: _____

Print or Type Name of Employee:

APPROVED for Seton Medical Center/Seton Coastsides

By: _____ Date: _____



Page 8 of 9

TITLE: MEAL AND REST PERIOD

REVOCATION OF WAIVER

I hereby revoke the above waiver effective the beginning of my next shift.

Signature of Employee _____ Date _____

Print or Type Name of Employee:

Center/Seton Coastside

RECEIVED for Seton Medical

By: _____ Date: _____



TITLE: MEAL AND REST PERIOD

ATTACHMENT C

Seton Medical Center/Seton Coastside

ON-DUTY MEAL PERIOD AGREEMENT

I hereby voluntarily agree that I will take paid, on-duty meal periods, as the nature of my work prevents me from being relieved of all duty to take duty-free meal periods. I understand that I will be fully compensated for all working time, and I further understand that either Seton Medical Center/Seton Coastside or I may, in writing, revoke this agreement at any time. This agreement shall be effective _____ and shall continue unless and until either I, or Seton Medical Center/Seton Coastside, exercise the right to revoke it.

I acknowledge that I have read this agreement, understand it, and voluntarily agree and consent to its provisions.

Signature of Employee: _____ Date: _____

Print or Type Name of Employee:

APPROVED for Seton Medical Center/Seton Coastside

By: _____ Date _____



Page 10 of 9

TITLE: MEAL AND REST PERIOD

REVOCATION OF WAIVER

I hereby revoke the above waiver effective the beginning of my next shift.

Signature of Employee: _____ Date: _____

Print or Type Name of Employee:

RECEIVED for Seton Medical Center/Seton Coastsida

By: _____ Date: _____

ATTACHMENT D

Seton Medical Center/Seton Coastside

SUMMARY OF MEAL AND REST PERIOD POLICIES

A copy of Seton Medical Center/Seton Coastside's Meal and Rest Period Policy is set forth in the Meal and Rest period Policy, which is contained in the Human Resources Policy Manual, which is available from your department head or Human Resources. You should familiarize yourself with this Policy, portions of which are summarized below. In addition, Wage Order 5, which contains information regarding meal and rest periods, is posted in Human Resources,

MEAL PERIODS

Except as described below, all non-exempt Employees who work a work period of more than five hours must take an unpaid duty-free meal period of not less than 30 minutes. Non-exempt Employees must also take a second meal period of at least 30 minutes if they work more than 10 hours. Non-exempt Employees must start their 30-minute meal periods in a timely manner prior to the end of each five hour work period.

Non-exempt Employees will be provided with two options regarding meal period clocking each shift. The non-exempt Employee will decide which option to use for that shift at the time the Employee clocks out for their first meal. Non-exempt Employees will be provided with training regarding the use of both options.

Under the first option, they need only record the beginning of their meal period and the time keeping system will automatically record a 30 minute meal period. This first option, which is known as "automatic clocking," is based on the assumption that most meal periods are between 30 and 35 minutes long. It also takes into account that a non-exempt Employee may forget to record the end of the meal period or does not want to take the time to record it. Under the second option, the non-exempt Employee must record both the beginning and the end of their meal period.

If a non-exempt Employee chooses the automatic clocking option, and the Employee's actual meal period was less than 30 minutes or more than 35 minutes, the Employee should promptly complete a Timekeeping Exception Form. This should be done at the end of the meal period, but may be done at anytime up to the end of the pay period. Inaccurate recordings discovered after the end of the pay period can be corrected by contacting your supervisor. Supervisors will receive instruction on how to assist nonexempt Employees who need to change their time records.

If a meal period to which you are entitled was not timely provided/made available, you must promptly inform your supervisor and complete and submit a Timekeeping Exception Form. The completed Timekeeping Exception Form should be submitted at the end of the day, but will still be timely if submitted prior to the end of the pay period. If a 30 minute meal period was not provided/made available prior to the end of each five hours of work, this should be reported on the Timekeeping Exception Form. Non-exempt Employees also should use the Timekeeping Exception Form to report if they were discouraged, dissuaded or prevented from taking a full, timely meal period. However, non-

exempt Employees should not report instances in which a 30 minute meal was timely provided but the non-exempt Employee voluntarily decided to take a short meal, take it later, or not take a meal at all.

A meal period waiver form for non-exempt Employees who wish to voluntarily waive their right to a meal period when a work period of not more than six hours completes their day's work is available from your department head. Certain non-exempt Employees generally those engaging in direct patient care work in a clinical or medical department or who work as a member of a patient care delivery team who work shifts in excess of 8 total hours in a workday and are entitled to a second meal period may voluntarily waive their right to the second meal period by signing a special meal period waiver form that is available from their department head.

REST PERIODS

All non-exempt Employees are authorized and permitted to take rest periods of 15 minutes rest time per four-hour work period or major fraction thereof. Insofar as practicable, rest periods shall be in the middle of each work period. Rest periods are considered hours worked, and there will be no deduction from your wages for rest period time. If you are not authorized and permitted to take a rest period to which you are entitled, you must inform your supervisor and complete and submit a Timekeeping Exception Form by the end of the day, but will still be timely if submitted prior to the end of the pay period.

CONFIRMATION

In order to make sure that your hours (straight-time and overtime) and meal periods have been recorded accurately, non-exempt Employees will be given the opportunity to confirm their accuracy at the end of each workday. If the entire statement is accurate, the non-exempt Employee should select the "Yes" option.

If the time entries or statements are not all accurate, you should bypass the confirmation step by selecting the "No" option and promptly complete a Timekeeping Exception Form. Any time a non-exempt Employee completes a Timekeeping Exception Form because a full 30 minute meal period was not provided/made available prior to the end of each five hours of work, they should select the "No" option. The same is true if one or more of the time entries is not correct or if the non-exempt Employee was not authorized and permitted to take their rest periods.

The language of the Confirmation states: "I hereby certify that the hours I recorded today are complete and accurate, and that I was authorized and permitted to take rest periods and provided with meals in accordance with the Meal and Rest Period Policy."

Failure to complete the confirmation step will not result in a delay in the payment of your wages or other compensation. And, no non-exempt Employee will be retaliated against for selecting the "No" option, completing a Timekeeping Exception Form, or asserting their rights under the Meal and Rest Period Policy.

Non-exempt Employees will be provided with training regarding the use of the Confirmation.

By my signature below, I acknowledge that I understand Seton Medical Center/Seton Coastside's Meal Period and Rest Period Policies and my rights to meal and rest periods. I also understand that nothing contained in those Policies changes the policy that I am not permitted to work overtime unless I receive prior approval from my supervisor.

Signature of Employee: _____ Date _____

Print or Type Name of Employee:

RECEIVED for Seton Medical Center/Seton Coastside

By: _____ Date: _____

Exhibit 4

TELEMETRY BREAK SCHEDULE - DAY SHIFT

Date _____ Charge RN _____ (EXT 7817)

6TH FLOOR Break RN _____ (EXT 7815)

STAFF NAME		15-MINUTE BREAKS			LUNCH BREAK 30-min	NOTES (Indicate the time break is offered, deferred, or declined)	RELIEVED BY
		1 st	2 nd	3 rd			
1		0800	1300	1600	10:00		
2		0815	1315	1615	10:30		
3		0830	1330	1630	11:00		
4		0845	1345	1645	11:30		
5		0900	1400	1700	12:00		
6		0915	1415	1715	12:30		
7		0930	1430	1730	13:00		
8		0945	1445	1745	13:30		
9		1000	1500	1800	14:00		
10		1015	1515	1815	14:30		
11		1030	1530	1830	15:00		
Break RN:							
Break RN:							
Monitor Tech:							
Monitor Tech:							

This report is to be completed daily by the Break Relief RN and to be turned in to the Clinical Manager. The Break Relief RN is to fill out the times they took their breaks at the bottom of the table.

Notes:

Exhibit 5



Time and Attendance Correction Notice

Name: _____ Employee ID# _____

Cost Center _____ Indicate date of correction ____ / ____ / ____

	Time	Comments
Begin Work		
Meal Out		
Meal Return		
End Work		
Begin On-Call		
End On-Call		
Not Provided 30-Minute Meal Period		
Not Provided Timely Meal Period		
Not Authorized or Permitted to Take Rest Period		
Other		

Explanation: _____

Associate Signature _____

Date _____

Supervisor Signature (*Approval*) _____

Date _____

Instructions - Associates

- Fill in your name and your employee ID number at the top of page.
- Fill in the date correction is needed. Use separate form for each date in question.
- Write in the correct or missed clocking(s) in the time column. Include any other necessary instructions (i.e., different cost center, job code, etc.) under the comment column.
- Give a brief explanation as to why your clocking(s) were incorrect/missed.
- Sign and date, submit to your supervisor.
- If the request refers to a prior pay period adjustment, please attach copy of PAYCHECK STUB.

Instructions - Supervisor

- Verify information provided is correct against Timesheets.
- If correction is within current pay period, please enter/edit information into Kronos, if not,
- Sign, date and submit to payroll with copy of Paycheck Stub and Timesheet for payroll to process.

IMPORTANT:

- This form is to be completed as soon as you are aware of a timekeeping error.
- Correction of 12 hours or less will be processed with the next payroll cycle, if the result of associate error.

Exhibit 6

* KRONOS EXCEPTION LOG - MUST BE GIVEN TO MANAGER/ DIRECTOR

ASSOCIATE NAME: _____

DATE of EVENT: _____

DEPT: _____

[illegible]

1 = Change In/ Out Swipes (Add specific times)
2 = Penalty Pay for Missed Meal
3 = Penalty Pay for Missed Break

4 = Add PTO
5 = Add PTO - Sick
6 = Add Sick Leave

7 = Add Vacation/ Holiday (use for Reduction of Staff (ROS) only)
8 = Do not add Vacation/ Holiday (use for ROS only)
9 = Non Productive Hours (Ed Leave, Orient, Seminar, Jury Duty)

MANAGER/ DIRECTOR COMMENTS:

[illegible]

VALUE

Meal Break

- Break relief please ensure to complete the meal break log daily for all shifts.
- Ensure Kronos log have charge nurse signature for the approval of missed meal/break (NO EXCEPTIONS) and explanation on why break was missed.
- If offered then please go. If not then one can't claim missed meal.
- All nursing assistants should be able to go on their break. No Exceptions for missed meal/break- Charge Nurse and Manager has to be notified.
- Charge Rn's please escalate to me via text or call if you anticipate missed meal so I can help support and help get resource in coordination with house supervisor. In off shifts – Please coordinate with house supervisor.

[illegible]

OR
TITLE

DEPARTMENT

57

REDACTED

Manager/Director/Nursing Supervisor Signature:



TITLE: MEAL AND REST PERIOD

Department: Human Resources		Effective Date	4/27/09
		Date Revised	8/14, 5/17.
Manual	Human Resources	Author	Human Resources
Replaces the following Policies: Employees Rest and Meal Breaks		Responsible Person	Director of Human Resources

Policy

Seton Medical Center/Seton Medical Center Coastsides (SMC/SMCC) recognizes that employees need periodic rest periods and meal breaks to meet physical needs and decrease fatigue. The purpose of this policy is to provide the parameters of the rest period and meal break benefits for Employees. As used in this Policy, the term "Employee" refers to a non-exempt Employee, all of whom are paid on an hourly basis.

DEFINITIONS:

Rest Period: A 15 minute period during which the Employee is relieved of all duties. Rest periods are counted as hours worked and are paid for.

Meal Period: A period of not less than 30 minutes during which the Employee is relieved of all duties, and during which the Employee normally eats a meal. Meal periods are not counted as hours worked and, accordingly, are not paid for.

On-Duty Meal Period: A meal period that takes place during working time when the nature of the Employee's work prevents the Employee from being relieved of all duty. On-duty meal periods are counted as hours worked and are paid for. As described below, on-duty meal periods can be used only in very limited circumstances.

AFFECTED DEPARTMENTS/SERVICES:

All Non-exempt Employees in all Departments.

POLICY COMPLIANCE - KEY ELEMENTS:

A. Rest Periods

1. For the convenience and wellbeing of Employees, one 15 minute rest period (break) is authorized and permitted per each four hours worked or major fraction thereof. A rest period need not be authorized for Employees whose total daily work time is less than 3½ hours.
2. For Employees working 12-hour shifts, three rest periods will be authorized and permitted.
3. Rest periods must be counted as hours worked and, insofar as practicable, be in the middle of each four hour work period.
4. Rest periods are not to be accumulated used to leave work early, or to extend the meal period



TITLE: MEAL AND REST PERIOD

unless permitted by an applicable collective bargaining agreement.

B. Meal Periods

1. Employees may not work a work period of more than five hours without a meal period of not less than 30 minutes, with the following three exceptions:
 - a. An Employee may voluntarily agree in writing to waive the Employee's right to a meal period when a work period of not more than six hours will complete the day's work. The Employee will be required to complete Attachment A, which will be kept in the Employee's personnel file. The Employee will be compensated for all working time.
 - b. An Employee who works shifts in excess of eight total hours in a workday and is entitled to a second meal period may voluntarily waive their right to the second meal period. The Employee will be required to complete Attachment B, which will be kept in the Employee's personnel file. The Employee shall be fully compensated for all working time.*
 - c. If scheduled to work more than six hours, an Employee may voluntarily agree to an on-duty meal period. Employees will be required to complete Attachment C, which will be kept in the Employees' personnel file. An on-duty meal period (i.e., one in which the Employee is not relieved of all duty) is permissible only when the nature of the work prevents the Employees from being relieved of all duty.
2. SMC/SC's timekeeping system requires Employees to record their time at the beginning of the workday, the end of the workday, and at the beginning and end of each meal period. Employees will be provided an opportunity to choose between two options regarding meal period clocking. The Employees will be given the opportunity each shift to select which option they want to use for that shift at the time the Employee clocks out for their first meal. The choice of which option to use should be made voluntarily, and no action will be taken against an Employee for selecting one option over the other.
 - a. Under the first option, Employees need only record the beginning of their meal period and the time keeping system will automatically record a 30-minute meal period. This first option is based on the assumption that most meal periods are 30 to 35 minutes long. It also takes into account that an Employee may forget to record the end of the meal period or does not want to take the time to record it. If an Employee chooses the automatic clocking option, and the Employee's actual meal period was less than 30 minutes or longer than 35 minutes, the Employee should complete an Employee Timekeeping Exception Form at the end of the meal period, but this may be done until the end of the pay period. Employees who discover inaccurate recordings after the end of the pay period can correct these recordings by contacting their supervisor. Supervisors will receive instruction on how to assist Employees who need to change their time records.
 - b. Under the second option, Employees must record both the beginning and the end of their meal period.



TITLE: MEAL AND REST PERIOD

* These meal period waivers may be obtained only from Employees who provide direct patient care, work in a clinical or medical department, including pharmacists dispensing prescriptions in any practice setting, or Employees working primarily or regularly as a member of a patient care delivery team. These waivers cannot be obtained from Employees primarily engaged in providing meals, performing maintenance or cleaning services, doing business office or other clerical work, or performing a combination of these duties.

C. Employees Responsibility

1. Read, execute and return for filing the Meal and Rest Period Summary, Attachment D.
2. Employees are responsible for taking their rest/meal periods as outlined in this policy.
3. If an Employee believes they will not be able to take a required rest or meal period, it is the Employee's responsibility to inform their supervisor in time for the supervisor to attempt to arrange for the rest/meal period. This notification should be given as far in advance of the rest/meal period as practicable.
4. If a meal period to which an Employee is entitled was not timely provided/made available, the employee must promptly inform his or her supervisor and complete and submit a Timekeeping Exception Form before the end of the pay period. Employees should also report if they were discouraged, dissuaded or prevented from taking a full, timely meal period. However, employees should not report instances in which a 30-minute meal was timely provided but the employee voluntarily decided to take a short meal, take it later, or not take a meal period at all.
5. Accurately record all work and meal periods. If the automatic clocking is not correct because the Employee took a meal period of less than 30 minutes or more than 35 minutes, the Employee should complete an Employee Timekeeping Exception Form at the end of the meal period, but this may be done until the end of the pay period. Employees who discover inaccurate recordings after the end of the pay period can correct these recordings by contacting their supervisor.
6. If a rest period to which an employee is entitled was not authorized or permitted, the employee must promptly inform his or her supervisor and complete and submit a Timekeeping Exception Form before the end of the pay period.

D. Supervisor Responsibility

1. Supervisors have overall responsibility for compliance with this policy, including taking steps to make sure that meal periods are provided/made available, and rest periods authorized and permitted in accordance with this Policy. This will require that appropriate training be provided to non-exempt Employees.
2. When notified that any Employee may not be able to take their meal or rest period, the supervisor should attempt to take steps to allow the Employee to take the meal/rest periods.
3. Where necessary, the supervisor may authorize Employees to continue working through their meal



Page 4 of 9

TITLE: MEAL AND REST PERIOD

or rest periods.

4. Make sure that all applicable forms (Attachments A through ID) have been executed and sent to Human Resources and that all Employee's time records are accurate.
5. Monitor reports to make sure that the extra compensation provided for by this Policy is justified by staffing, workload, and patient care considerations.

E. Medical Center Responsibility

1. Provide training for managers and supervisors regarding the appropriate implementation of this Policy.
2. Ensure that the timekeeping system functions in a manner that allows for implementation of this Policy, including the payment of the extra compensation payable in the event that full meal periods are not provided/made available, or rest periods are not authorized and permitted, in accordance with the applicable provisions of the Labor Code and the Wage Order.



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TITLE: MEAL AND REST PERIOD

ATTACHMENT A

Seton Medical Center/Seton Medical Center Coastsides

SIX HOUR MEAL PERIOD WAIVER

I hereby voluntarily waive my right to my meal period on days when a work period of not more than six hours will complete my day's work. I understand that I will be fully compensated for all working time, and I further understand that either Seton Medical Center/Seton Coastsides or I may revoke this waiver at any time by providing the other with written notice. This waiver shall be effective _____ and shall continue unless and until either I, or Seton Medical Center/Seton Coastsides, exercise the right to revoke it.

I acknowledge that I have read this waiver, understand it, and voluntarily agree and consent to its provisions.

Signature of Employee: _____ Date: _____

Print or Type Name of Employee:

APPROVED for Seton Medical Center/Seton Coastsides

By: _____ Date: _____



Page 6 of 9

TITLE: MEAL AND REST PERIOD

REVOCATION OF WAIVER

I hereby revoke the above waiver effective the beginning of my next shift.

Signature of Employee: _____ Date: _____

Print or Type Name of Employee:

RECEIVED for Seton Medical Center/Seton Coastsides;

By: _____ Date: _____



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TITLE: MEAL AND REST PERIOD

ATTACHMENT B

Seton Medical Center/Seton Coastsides

SECOND MEAL PERIOD WAIVER

I hereby voluntarily waive my right to the second of my two meal periods on days that I work a shift in excess of 8 total hours and am entitled to a second meal period. I understand that I will be fully compensated for all working time, and I further understand that either Seton Medical Center/Seton Coastsides or I may revoke this waiver at any time by providing the other with at least one day's written notice. This waiver shall be effective _____ and shall continue unless and until either I, or Seton Medical Center/Seton Coastsides, exercise the right to revoke it.

I acknowledge that I have read this waiver, understand it, and voluntarily agree and consent to its provisions.

Signature of Employee: _____ Date: _____

Print or Type Name of Employee:

APPROVED for Seton Medical Center/Seton Coastsides

By: _____ Date: _____



TITLE: MEAL AND REST PERIOD

REVOCATION OF WAIVER

I hereby revoke the above waiver effective the beginning of my next shift.

Signature of Employee _____ Date _____

Print or Type Name of Employee:

Center/Seton Coastsides RECEIVED for Seton Medical

By: _____ Date: _____



TITLE: MEAL AND REST PERIOD

ATTACHMENT C

Seton Medical Center/Seton Coastside

ON-DUTY MEAL PERIOD AGREEMENT

I hereby voluntarily agree that I will take paid, on-duty meal periods, as the nature of my work prevents me from being relieved of all duty to take duty-free meal periods. I understand that I will be fully compensated for all working time, and I further understand that either Seton Medical Center/Seton Coastside or I may, in writing, revoke this agreement at any time. This agreement shall be effective _____ and shall continue unless and until either I, or Seton Medical Center/Seton Coastside, exercise the right to revoke it.

I acknowledge that I have read this agreement, understand it, and voluntarily agree and consent to its provisions.

Signature of Employee: _____ Date: _____

Print or Type Name of Employee:

APPROVED for Seton Medical Center/Seton Coastside

By: _____ Date _____



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TITLE: MEAL AND REST PERIOD

REVOCATION OF WAIVER

I hereby revoke the above waiver effective the beginning of my next shift.

Signature of Employee: _____ Date _____

Print or Type Name of Employee:

RECEIVED for Seton Medical Center/Seton Coastsides

By: _____ Date: _____

ATTACHMENT D

Seton Medical Center/Seton Coastsides

SUMMARY OF MEAL AND REST PERIOD POLICIES

A copy of Seton Medical Center/Seton Coastsides's Meal and Rest Period Policy is set forth in the Meal and Rest period Policy, which is contained in the Human Resources Policy Manual, which is available from your department head or Human Resources. You should familiarize yourself with this Policy, portions of which are summarized below. In addition, Wage Order 5, which contains information regarding meal and rest periods, is posted in Human Resources.

MEAL PERIODS

Except as described below, all non-exempt Employees who work a work period of more than five hours must take an unpaid duty-free meal period of not less than 30 minutes. Non-exempt Employees must also take a second meal period of at least 30 minutes if they work more than 10 hours. Non-exempt Employees must start their 30-minute meal periods in a timely manner prior to the end of each five hour work period.

Non-exempt Employees will be provided with two options regarding meal period clocking each shift. The non-exempt Employee will decide which option to use for that shift at the time the Employee clocks out for their first meal. Non-exempt Employees will be provided with training regarding the use of both options.

Under the first option, they need only record the beginning of their meal period and the time keeping system will automatically record a 30 minute meal period. This first option, which is known as "automatic clocking," is based on the assumption that most meal periods are between 30 and 35 minutes long. It also takes into account that a non-exempt Employee may forget to record the end of the meal period or does not want to take the time to record it. Under the second option, the non-exempt Employee must record both the beginning and the end of their meal period.

If a non-exempt Employee chooses the automatic clocking option, and the Employee's actual meal period was less than 30 minutes or more than 35 minutes, the Employee should promptly complete a Timekeeping Exception Form. This should be done at the end of the meal period, but may be done at anytime up to the end of the pay period. Inaccurate recordings discovered after the end of the pay period can be corrected by contacting your supervisor. Supervisors will receive instruction on how to assist nonexempt Employees who need to change their time records.

If a meal period to which you are entitled was not timely provided/made available, you must promptly inform your supervisor and complete and submit a Timekeeping Exception Form. The completed Timekeeping Exception Form should be submitted at the end of the day, but will still be timely if submitted prior to the end of the pay period. If a 30 minute meal period was not provided/made available prior to the end of each five hours of work, this should be reported on the Timekeeping Exception Form. Non-exempt Employees also should use the Timekeeping Exception Form to report if they were discouraged, dissuaded or prevented from taking a full, timely meal period. However, non-

exempt Employees should not report instances in which a 30 minute meal was timely provided but the non-exempt Employee voluntarily decided to take a short meal, take it later, or not take a meal at all.

A meal period waiver form for non-exempt Employees who wish to voluntarily waive their right to a meal period when a work period of not more than six hours completes their day's work is available from your department head. Certain non-exempt Employees generally those engaging in direct patient care work in a clinical or medical department or who work as a member of a patient care delivery team who work shifts in excess of 8 total hours in a workday and are entitled to a second meal period may voluntarily waive their right to the second meal period by signing a special meal period waiver form that is available from their department head.

REST PERIODS

All non-exempt Employees are authorized and permitted to take rest periods of 15 minutes rest time per four-hour work period or major fraction thereof. Insofar as practicable, rest periods shall be in the middle of each work period. Rest periods are considered hours worked, and there will be no deduction from your wages for rest period time, if you are not authorized and permitted to take a rest period to which you are entitled, you must inform your supervisor and complete and submit a Timekeeping Exception Form by the end of the day, but will still be timely if submitted prior to the end of the pay period.

CONFIRMATION

In order to make sure that your hours (straight-time and overtime) and meal periods have been recorded accurately, non-exempt Employees will be given the opportunity to confirm their accuracy at the end of each workday. If the entire statement is accurate, the non-exempt Employee should select the "Yes" option.

If the time entries or statements are not all accurate, you should bypass the confirmation step by selecting the "No" option and promptly complete a Timekeeping Exception Form. Any time a non-exempt Employee completes a Timekeeping Exception Form because a full 30 minute meal period was not provided/made available prior to the end of each five hours of work, they should select the "No" option. The same is true if one or more of the time entries is not correct or if the non-exempt Employee was not authorized and permitted to take their rest periods.

The language of the Confirmation states: "I hereby certify that the hours I recorded today are complete and accurate, and that I was authorized and permitted to take rest periods and provided with meals in accordance with the Meal and Rest Period Policy."

Failure to complete the confirmation step will not result in a delay in the payment of your wages or other compensation. And, no non-exempt Employee will be retaliated against for selecting the "No" option, completing a Timekeeping Exception Form, or asserting their rights under the Meal and Rest Period Policy.

Non-exempt Employees will be provided with training regarding the use of the Confirmation.

By my signature below, I acknowledge that I understand Seton Medical Center/Seton Coastsides Meal Period and Rest Period Policies and my rights to meal and rest periods. I also understand that nothing contained in those Policies changes the policy that I am not permitted to work overtime unless I receive prior approval from my supervisor.

Signature of Employee: _____ Date _____

Print or Type Name of Employee:

RECEIVED for Seton Medical Center/Seton Coastside

By: _____ Date: _____

Exhibit 7

Pay Record KRONOS Adjustment Form

EMPLOYEE NO.				EMPLOYEE NAME [LAST NAME FIRST]			DEPARTMENT NO			PAY PERIOD ENDING DATE						
REQUEST FOR BENEFIT HOURS				DOLLARS ONLY			MANUAL ADDITIONS/ADJUSTMENTS									
DAY	DATE	PAY CODE	HOURS REQUESTED	CODE	DATE	AMOUNT	DATE	CODE	TIME IN	CODE	TIME OUT	CODE	TIME IN	CODE	TIME OUT	TRANSFER DEPT NO
S																
M																
T																
W																
T																
F																
S																
S																
M																
T																
W																
T																
F																
S																
ASSOCIATE SIGNATURE					DATE		COMMENTS									
MANAGER SIGNATURE					DATE		COMMENTS									

Exhibit 8



November 16, 2017

Julie Tran
C.N.A. Union Representative
1871 The Alameda, #300
San Jose, CA 95126

Dear Julie:

On October 18, 2017, you filed a grievance on behalf of Waheed Wahidi citing he was fired without unjust discipline or discharge.

On November 14, 2017, a meeting was held to hear from Waheed Wahidi and to discuss the grievance. I write to follow up on that meeting and inform you that the Hospital denies the grievance.

If you wish to grieve this decision please follow the process in the applicable collective bargaining agreement.

Thank you,

Dr. Charmion Patton, Ed.D.

HR Director

Cc: Mark Brown, CNO
Employee File



Step 2 Grievance

Grievant/s: <u>Wahed Wahidi</u>		
Address: <u>35 Russia ave unit M SF, CA 94112</u>		
Home Phone: <u>372-493-5030</u>	Work Phone:	Email Address: <u>Wahidi.Jade@gmail.com</u>
Facility: <u>Seton</u>	Unit: <u>ED</u>	Shift: <u>Evening</u>
Nature Of Grievance/Issue: <u>Violation of nurses rights through unjust discipline or discharge. We had a second meeting with Mark and reported findings of the termination. The disciplinary action was taken without just cause. We believe that I did not practice outside of nursing scope, ^{clear} violate blood borne pathogen exposure that IR systems were disposed properly in the sharps container.</u>		
Remedy Requested: <u>We are requesting for Wahed to get his job back and that this offense not be reported to the board of Nsg, and be paid as of Oct 2nd for all wages lost.</u>		
Date Of Violation: <u>10/18/17</u>	Dept. Director/Manager: <u>Mark Brown</u>	
Step 1 attempt to resolve: Met with <u>Charm Patton & Mark Brown</u> (name) on <u>Oct 10</u> (date). Result of meeting: <u>They had concluded there investigation and an answer would be given on Oct 11th by 1200pm. Wahed heard back. Requested for a meeting to go over there disciplinary action.</u>		
Contract Sections Violated, including but not limited to: <u>Wrongful Termination</u>		
Filed By: <u>Wahed Wahidi, California Nurses Association</u>		Date Filed: <u>10/18/17</u>
Grievant's Signature: 		
<p align="center"> CALIFORNIA NURSES ASSOCIATION 1871 The Alameda, Suite 300 San Jose, CA 95126 Phone: (408) 920-0290, ext 3321 Fax: (408) 920-0362 </p>		



Exhibit 9

Verity Health System of CA Inc
2040 E Mariposa
El Segundo, CA 90245

DEPT. NUMBER	PP BEGIN DATE	PP END DATE	BASE RATE	EMPL. NO.	EMPLOYEE NAME
REDACTED	6/10/2018	6/23/2018	34.9750	REDACTED	REDACTED

ACCRUAL CODE	BEG BAL	EARNED	USED	END BAL
PTO	31.91	8.30		40.21
CPSL	24.00			24.00

MARRIED / SINGLE	EXEMPTIONS	ADD'L. AMOUNT
FED. S	04	
STATE S	04	

CURRENT PAY PERIOD (PP)				YEAR TO DATE			TAXES		
WEEK NUM-DESCRIPTION	HOURS	RATE	CURR. AMT	DESCRIPTION	YTD HRS.	YTD AMOUNT	DESCRIPTION	CURR. AMT.	YTD AMT.
GTL-TXBL \$			1.06	REGULAR	581.00	20320.48	MEDICARE TAX	70.41	446.73
WK1-OVERTIME	10.50	62.4625	550.86	OVERTIME	167.65	9844.60	SOCIAL SECURITY	301.10	1910.18
WK1-REGULAR	40.00	34.9750	1399.00	DOUBLETIME	7.50	524.62	FEDERAL TAX	758.27	4262.70
WK2-DOUBLETIME	7.50	69.9459	524.62	PTO	23.00	804.43	STATE TAX	349.00	1974.74
WK2-OVERTIME	22.00	52.4624	1154.17	GTL-TXBL \$		4.24	DISABILITY TAX	48.55	308.05
WK2-REGULAR	40.00	34.9750	1399.00						
TOTAL GROSS	120.00		5028.71		799.15	31498.37	TAX TOTALS	1527.33	8902.40

DEDUCTIONS		
DESCRIPTION	CURR. AMT.	YTD AMT.
MEDICAL PRE-TAX	93.88	375.52
DENTAL PRE-TAX	43.38	173.52
VISION PRE-TAX	7.23	28.92
HEALTH CARE REIM	27.78	111.12
DIR DEP - NET CK	3328.05	21902.65
DED. TOTALS	3500.32	22591.73

VOUCHER DATE	VOUCHER #	NET PAY
6/29/2018	26842	\$**3,328.05

Gross Wages Earned	5027.85
Other Taxable \$	1.06
Other Non Taxable \$	
EE Expense Reimb - Non Taxable \$	
Recap Of Current Pay Period	5028.71

Verity Health System
of California, Inc.

2040 E Mariposa
El Segundo, CA 90245

DEPOSIT DATE
6/29/2018

DEPOSITED AMOUNT
\$**3,328.05

REDACTED

8480

61.00

DIRECT DEPOSIT

*****NON-NEGOTIABLE*****

ACCRUAL CODE	BEG BAL	EARNED	USED	END BAL
PTO	438.38	12.62		451.00
ESL	272.95	1.85		274.80
CPSL	24.00			24.00
MARRIED / SINGLE	EXEMPTIONS		ADD'L AMOUNT	
FED. M	03			
STATE M	03			

REDACTED

CURRENT PAY PERIOD (PP)				YEAR TO DATE		
WEEK NUM-DESCRIPTION	HOURS	RATE	CURR. AMT	DESCRIPTION	YTD HRS.	YTD AMOUNT
GTL TXBL \$			21.97	REGULAR	992.00	40021.00
LTD TXBL \$			4.60	LTD TXBL \$		55.20
PENALTY-MEAL	3.00	40.3437	121.03	OVERTIME	445.25	27002.41
WK1-OVERTIME	30.75	60.6286	1864.33	HOL WRKD OT	35.50	2151.52
WK1-PM PROD	8.00	2.0000	16.00	DOUBLE TIME	.75	60.93
WK1-REGULAR	40.00	40.3437	1613.75	PTO	18.00	726.19
WK2-OVERTIME	23.50	60.7045	1426.56	PENALTY-MEAL	35.00	1411.99
WK2-PM PROD	12.00	2.0000	24.00	GTL TXBL \$		285.61
WK2-REGULAR	40.00	40.3437	1613.75	PM PROD	221.25	442.50

TAXES		
DESCRIPTION	CURR. AMT.	YTD AMT.
MEDICARE TAX	95.07	1018.11
SOCIAL SECURITY	408.51	4353.31
FEDERAL TAX	861.02	8254.66
STATE TAX	368.58	3260.44
DISABILITY TAX	66.30	698.74
TAX TOTALS	1799.48	17585.26

DEDUCTIONS		
DESCRIPTION	CURR. AMT.	YTD AMT.
MEDICAL PRE-TAX	75.10	976.30
DENTAL PRE-TAX	43.38	563.94
VISION PRE-TAX	7.23	93.99
LIFE PRE-TAX	10.91	141.83
AD&D PRE-TAX	1.28	16.64
HEALTH CARE REIM	11.54	150.02
TAXABLE CH LIFE	.46	5.98
TAXABLE SP LIFE	2.88	37.44
TRANSAMERICA TSA	300.00	3900.00
DIR DEP - NET CK	4430.16	48345.14

DED. TOTALS	4882.94	54231.28
VOUCHER DATE	VOUCHER #	NET PAY
8/22/2018	50834	\$**4,430.16

Gross Wages Earned	6558.39
Other Taxable \$	147.60
Other Non Taxable \$	
EE Expense Reimb - Non Taxable \$	
Recap Of Current Pay Period	6705.99



2040 E Mariposa
El Segundo, CA 90245

REDACTED

8510

28 00

DEPOSIT DATE

6/22/2018

DEPOSITED AMOUNT

\$4,430.16**

DIRECT DEPOSIT

*****NON-NEGOTIABLE*****

Saint Louise Regional Hospital
9400 No Name Uno
Gilroy, CA 95020

DEPT. NUMBER	PP BEGIN DATE	PP END DATE	BASE RATE	EMPL. NO.	EMPLOYEE NAME
REDACTED	6/10/2018	6/23/2018	29.9870	REDACTED	REDACTED

ACCRUAL CODE	BEG BAL	EARNED	USED	END BAL
PTO	164.30	12.92	24.26	152.97
ESL	234.21			234.21
EDL				
PSL				
CPSL				
MARRIED / SINGLE	EXEMPTIONS		ADDL. AMOUNT	
FED. S	00			
STATE S	00			

REDACTED

CURRENT PAY PERIOD (PP)				YEAR TO DATE			TAXES		
WEEK NUM-DESCRIPTION	HOURS	RATE	CURR. AMT	DESCRIPTION	YTD HRS.	YTD AMOUNT	DESCRIPTION	CURR. AMT.	YTD AMT.
GTL TXBL \$			60.31	GTL TXBL \$		784.03	FICA SOCIAL SEC	146.85	2007.13
PENALTYBREAK	1.00	29.9870	29.99	PENALTYBREAK	18.00	539.78	FICA MEDICARE	34.35	469.41
WK1-REGULAR	44.25	29.9870	1326.92	PENALTY-MEAL	11.00	329.87	FEDERAL TAX	303.86	4506.49
WK1-SHIFT 2	18.00	1.5000	27.00	REGULAR	774.08	23212.34	STATE TAX	100.12	1504.12
WK1-SHIFT 3	3.25	2.5000	8.13	OVERTIME	5.00	226.51	SDI	23.08	315.89
WK2-DOUBLE TIME	4.50	61.3930	276.00	HOL WRKD OT	23.25	1056.10			
WK2-PTO	24.26	29.9870	727.18	DOUBLE TIME	6.27	382.30			
WK2-REGULAR	16.00	29.9870	479.79	PTO - SICK	63.75	1911.68			
WK2-SHIFT 2	26.25	1.5000	39.38	PTO	81.25	2436.44			
WK2-SHIFT 3	9.50	2.5000	23.75	ESL	37.68	1129.91			
				TRAINING PAY	1.50	44.98			
				SHIFT 2	351.93	527.91			
				SHIFT 3	74.00	185.02			
TOTAL GROSS	119.00		2398.95		1447.71	32766.87	TAX TOTALS	608.26	8803.04

Gross Wages Earned 2308.65
Other Taxable \$ 90.30
Other Non Taxable \$
EE Expense Reimb - Non Taxable \$
Recap Of Current Pay Period 2398.95

DED. TOTALS	216.05	5984.84
CHECK DATE	CHECK NO.	NET PAY
6/29/2018	41958	\$**1,514.33

St. Louise Regional Hospital
A Part of Verity Health

9400 No Name Uno
Gilroy, CA 95020

PAYROLL ACCOUNT

CHECK DATE	CHECK NO.
6/29/2018	41958

PAY ONE THOUSAND FIVE HUNDRED FOURTEEN DOLLARS 33 CENTS

AMOUNT
\$**1,514.33

VOID AFTER 90 DAYS

7010

REDACTED

1.00

NON-NEGOTIABLE

SIGNATURE

ST. FRANCIS MEDICAL CENTER
3630 EAST IMPERIAL HIGHWAY
LYNWOOD, CA 90262

DEPT. NUMBER	PP BEGIN DATE	PP END DATE	BASE RATE	EMPL NO.	EMPLOYEE NAME
REDACTED	6/03/2018	6/16/2018	36.1884	REDACTED	REDACTED

REDACTED

ACCRUAL CODE	BEG BAL	EARNED	USED	END BAL
PTO-SEIU	557.26	12.92		570.18
MARRIED / SINGLE	EXEMPTIONS		ADDL AMOUNT	
FED. M	00			
STATE M	00			

CURRENT PAY PERIOD (PP)				YEAR TO DATE		
WEEK NUM-DESCRIPTION	HOURS	RATE	CURR. AMT	DESCRIPTION	YTD HRS.	YTD AMOUNT
GT1 TXBL \$			74.33	REGULAR	850.00	30760.18
WK1-OVERTIME	3.75	54.2826	203.56	OVERTIME	163.00	9862.23
WK1-REGULAR	40.00	36.1884	1447.54	DOUBLETIME	8.00	704.07
WK2-C-BCK GUARNT	8.00	54.2826	325.70	SHIFT DIFF		38.07
WK2-CALL BACK	2.00	54.2826	108.57	ON CALL	708.00	12810.70
WK2-ON CALL	85.50	18.0942	1547.05	OC HOL 75%	17.50	474.98
WK2-OVERTIME	2.50	71.7548	179.39	CALL BACK	47.25	2564.85
WK2-REGULAR	38.00	36.1884	1375.16	C-BCK GUARNT	39.25	2130.61
WK2-SHIFT DIFF	2.00	1.5000	3.00	PTO SCHEDULE	153.00	5536.82
				HOLIDAY WRKD	4.00	217.13
				RETRO		564.94
				GT1 TXBL \$		986.29
TOTAL GROSS	177.75		5264.30		1990.00	66630.85

Gross Wages Earned 5189.97
Other Taxable \$ 74.33
Other Non Taxable \$
EE Expenses Reimb - Non Taxable \$
Recap Of Current Pay Period 5264.30

TAXES		
DESCRIPTION	CURR. AMT.	YTD AMT.
FICA	323.27	4090.74
MEDICARE	75.60	956.70
FEDERAL TAX	715.01	9328.20
STATE TAX	282.94	3514.86
STATE DISABILITY	51.39	650.13
TAX TOTALS	1448.21	18540.63

DEDUCTIONS		
DESCRIPTION	CURR. AMT.	YTD AMT.
VISION INSUR	2.96	44.01
LIFE INSURANCE	37.74	490.62
AD&D INSURANCE	1.64	21.32
LTD INSURANCE	7.94	95.28
DEP LIFE INSUR	5.77	75.01
TSA TRANSAMERCA	100.00	1300.00
CREDIT UNION	200.00	2600.00
DIRECT DEP-NET	3328.79	41765.75
UNION DUES	55.92	731.94

DED. TOTALS	3741.76	47123.93
VOUCHER DATE	VOUCHER #	NET PAY
6/21/2018	1335944	\$**3,328.79

St. Francis Medical Center
A Part of Verity Health
3630 EAST IMPERIAL HIGHWAY
LYNWOOD, CA 90262

REDACTED

8465

4.00

DEPOSIT DATE
6/21/2018

DEPOSITED AMOUNT
\$**3,328.79

DIRECT DEPOSIT

*****NON-NEGOTIABLE*****

ST. VINCENT MEDICAL CENTER
2131 WEST THIRD STREET
LOS ANGELES, CA 90057

DEPT. NUMBER	PP BEGIN DATE	PP END DATE	BASE RATE	EMPL. NO.	EMPLOYEE NAME
REDACTED	6/10/2018	6/23/2018	15.6600	REDACTED	REDACTED

ACCRUAL CODE	BEG BAL	EARNED	USED	END BAL
PTO-SEIU	22.96	8.00		30.96

MARRIED / SINGLE	EXEMPTIONS	ADD'L. AMOUNT
FED. S	99	
STATE S	99	

CURRENT PAY PERIOD (PP)				YEAR TO DATE		
WEEK NUM-DESCRIPTION	HOURS	RATE	CURR. AMT	DESCRIPTION	YTD HRS.	YTD AMOUNT
GTL TXBL \$			1.08	REGULAR	285.02	4463.43
WK0-RETRO			151.84	OVERTIME	41.00	1006.51
WK1-REGULAR	7.75	24.7401	191.74	DOUBLETIME	1.64	53.23
WK1-SHIFT DIFF	40.00	15.6600	626.40	SHIFT DIFF		696.72
WK2-DOUBLETIME	47.75	2.5000	119.38	RETRO		161.64
WK2-OVERTIME	.07	33.8199	2.37	ORIENTATION	26.75	418.91
WK2-REGULAR	8.00	24.7399	197.92	GTL TXBL \$		2.16
WK2-SHIFT DIFF	40.00	15.6600	626.40			
	48.07	2.5000	120.18			
TOTAL GROSS	95.82		2037.31		354.41	6791.80

Gross Wages Earned	2036.23
Other Taxable \$	1.08
Other Non Taxable \$	
EE Expense Reimb - Non Taxable \$	
Recap Of Current Pay Period	2037.31

DESCRIPTION	CURR. AMT.	YTD AMT.
FICA	125.65	419.76
MEDICARE	29.39	98.17
FEDERAL TAX		85.16
STATE TAX		3.34
STATE DISABILITY	20.25	67.68
TAX TOTALS	175.29	674.11

DESCRIPTION	CURR. AMT.	YTD AMT.
DENTAL INSUR	6.95	11.90
LIFE INSURANCE	.99	1.98
AD&D INSURANCE	.68	1.32
LTD INSURANCE	3.17	6.34
DEP LIFE INSUR	.48	.92
DIRECT DEP-NET	1840.20	5036.87
TAXABLE STD	9.54	19.02
DED. TOTALS	1860.94	5078.35
VOUCHER DATE	VOUCHER #	NET PAY
6/29/2018	940095	\$**1,840.20

St. Vincent Medical Center
A Part of Verity Health
2131 WEST THIRD STREET
LOS ANGELES, CA 90057

REDACTED

61501

13.00

DEPOSIT DATE
6/29/2018

DEPOSITED AMOUNT
\$**1,840.20

DIRECT DEPOSIT

*****NON-NEGOTIABLE *****

DECLARATION OF CLAUDE D. MONTGOMERY

I, Claude D. Montgomery, declare, that if called as a witness, I would and could competently testify thereto based on my own personal knowledge, as follows.

1. I am an attorney at law, licensed to practice in the State of New York, the State of Michigan and, by reason of admission *pro hac vice* [Docket No. 90], to the United States District Court for the Central District of California, in the United States Bankruptcy Court for the Central District of California.

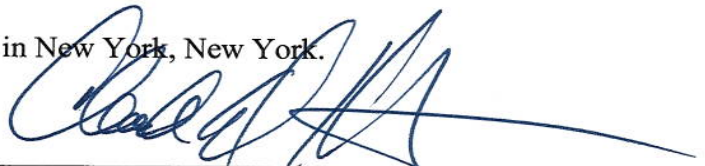
2. I submit this declaration in support of the of the Debtors' Opposition (the "Opposition") to the *Motion of (1) Waheed Wahidi for Authorization to File a Class Proof of Claim on Behalf of Claimants Similarly Situated, and (2) Ernesto Madrigal for Authorization to File a Class Request for Payment of Administrative Expense on Behalf Of Claimants Similarly Situated* [Docket No.1914]. All capitalized terms not defined herein have the meaning ascribed to them in the Opposition.

3. Attached as Exhibit "A" is a true and correct copy of the online docket as of April 24, 2019 for *Wahidi v. Verity Health Sys. of Cal., Inc.* Case No. 18CIV03214 (Cal. Super Ct., Cty. of Mateo).

4. Attached as Exhibit "B" is a true and correct copy of Defendants' Answer to Plaintiff's Class Action Complaint filed on August 16, 2018 in *Wahidi v. Verity Health Sys. of Cal., Inc.* Case No. 18CIV03214 (Cal. Super Ct., Cty. of Mateo).

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 24th day of April, 2019 in New York, New York.



CLAUDE D. MONTGOMERY

Exhibit A

Case Information

18-CIV-03214 | WAHEED WAHIDI vs. VERITY HEALTH SYSTEM OF CALIFORNIA, INC., a California corporation, et. al.

Case Number
18-CIV-03214
File Date
06/21/2018

Court
Civil Unlimited
Case Type
Complex Civil eFiling Approved

Judicial Officer
Weiner, Marie S.
Case Status
Active

Party

Plaintiff
WAHIDI, WAHEED

Active Attorneys ▼
Lead Attorney
BARNES, KEVIN T., ESQ
Retained

Defendant
VERITY HEALTH SYSTEM OF CALIFORNIA, INC., a California corporation

Active Attorneys ▼
Lead Attorney
TILMAN, ELINA
Retained

Defendant
VERITY BUSINESS SERVICES, a California corporation

Active Attorneys ▼
Lead Attorney
TILMAN, ELINA
Retained

Defendant
SETON MEDICAL CENTER, a California corporation

Active Attorneys ▼
Lead Attorney
TILMAN, ELINA
Retained

Defendant
O'CONNOR HOSPITAL, a California corporation

Active Attorneys ▼
Lead Attorney
TILMAN, ELINA
Retained

Defendant
SAINT LOUISE REGIONAL HOSPITAL, a California corporation

Aliases
DBA DePaul Urgent Care

Active Attorneys ▼
Lead Attorney
TILMAN, ELINA
Retained

Defendant
SETON COASTSIDE, a California corporation

Active Attorneys ▼
Lead Attorney
TILMAN, ELINA

Defendant
ST.FRANCIS MEDICAL CENTER, a California corporation

Active Attorneys ▼
Lead Attorney
TILMAN, ELINA
Retained

Defendant
ST.VINCENT MEDICAL CENTER, a California corporation

Active Attorneys ▼
Lead Attorney
TILMAN, ELINA
Retained

Defendant
DOES 1 TO 100, INCLUSIVE

Defendant
VERITY MEDICAL FOUNDATION, a California corporation

Active Attorneys ▼
Lead Attorney
TILMAN, ELINA
Retained

Cause of Action

File Date	Cause of Action	Type	Filed By	Filed Against
06/21/2018	Complaint	Action	WAHIDI, WAHEED	VERITY HEALTH SYSTEM OF CALIFORNIA, INC., a California corporation VERITY BUSINESS SERVICES, a California corporation SETON MEDICAL CENTER, a California corporation O'CONNOR HOSPITAL, a California corporation SAINT LOUISE REGIONAL HOSPITAL, a California corporation SETON COASTSIDE, a California corporation ST.FRANCIS MEDICAL CENTER, a California corporation ST.VINCENT MEDICAL CENTER, a California corporation DOES 1 TO 100, INCLUSIVE VERITY MEDICAL FOUNDATION, a California corporation

Events and Hearings

06/21/2018 New Filed Case	
06/21/2018 Complaint ▼	
Complaint	
06/21/2018 Summons Issued / Filed ▼	
Summons Issued / Filed	
06/21/2018 Civil Case Cover Sheet ▼	
Civil Case Cover Sheet	
06/21/2018 Notice of Case Management Conference ▼	
Notice of Case Management Conference	
06/21/2018 Notice of Complex Case Status Conference ▼	
Notice of Complex Case Status Conference	
06/21/2018 Cause Of Action ▼	
Action	File Date
Complaint	06/21/2018
06/26/2018 First Amended Complaint ▼	
First Amended Complaint	
07/18/2018 Proof of Service by MAIL & ACKNOWLEDGMENT SERVICE of ▼	
Proof of Service by MAIL & ACKNOWLEDGMENT SERVICE of SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, NOT	
Comment	
SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, NOTICE OF COMPLEX CASE STATUS CONFERENCE AND CERTIFICATE RE COMPLEX	
07/18/2018 Proof of Service by MAIL & ACKNOWLEDGMENT SERVICE of ▼	
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Comment	
SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, NOTICE OF COMPLEX CASE STATUS CONFERENCE AND CERTIFICATE RE COMPLEX	

<div> <div>Proof of Service by MAIL & ACKNOWLEDGMENT SERVICE of SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, NOT</div> <div> <div>Comment</div> <div>SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, NOTICE OF COMPLEX CASE STATUS CONFERENCE AND CERTIFICATE RE COMPLEX</div> </div> </div>	
<div> <div>07/18/2018 Proof of Service by MAIL & ACKNOWLEDGMENT SERVICE of ▼</div> <div> <div>Proof of Service by MAIL & ACKNOWLEDGMENT SERVICE of SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, NOT</div> <div> <div>Comment</div> <div>SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, NOTICE OF COMPLEX CASE STATUS CONFERENCE AND CERTIFICATE RE COMPLEX</div> </div> </div> </div>	
<div> <div>07/18/2018 Proof of Service by MAIL & ACKNOWLEDGMENT SERVICE of ▼</div> <div> <div>Proof of Service by MAIL & ACKNOWLEDGMENT SERVICE of SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, NOT</div> <div> <div>Comment</div> <div>SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, NOTICE OF COMPLEX CASE STATUS CONFERENCE AND CERTIFICATE RE COMPLEX</div> </div> </div> </div>	
<div> <div>07/20/2018 Notice of Change of Address of Attorney ▼</div> <div> <div>Notice of Change of Address of Attorney</div> </div> </div>	
<div> <div>08/06/2018 Case Management Statement ▼</div> <div> <div>Case Management Statement</div> </div> </div>	
<div> <div>08/14/2018 Status Report ▼</div> <div> <div>Status Report Type: JOINT COMPLEX CASE STATUS CONFERENCE REPORT AND STIPULATED REQUEST TO CONTINUE C</div> <div> <div>Comment</div> <div>Type: JOINT COMPLEX CASE STATUS CONFERENCE REPORT AND STIPULATED REQUEST TO CONTINUE COMPLEX CASE STATUS CONFERENCE; PROPOSED ORDER</div> </div> </div> </div>	
<div> <div>08/14/2018 Proposed Order Received ▼</div> <div> <div>Proposed Order Received RE: JOINT COMPLEX CASE STATUS CONFERENCE AND STIPULATED REQUEST TO CONTINUE</div> <div> <div>Comment</div> <div>RE: JOINT COMPLEX CASE STATUS CONFERENCE AND STIPULATED REQUEST TO CONTINUE COMPLEX CASE STATUS CONFERENCE</div> </div> </div> </div>	
<div> <div>08/14/2018 Proof of Service by MAIL of ▼</div> <div> <div>Proof of Service by MAIL of JOINT COMPLEX CASE STATUS CONFERENCE AND STIPULATED REQUEST TO CONTINUE</div> <div> <div>Comment</div> <div>JOINT COMPLEX CASE STATUS CONFERENCE AND STIPULATED REQUEST TO CONTINUE COMPLEX CASE STATUS CONFERENCE, ETC served on SEE SERVICE LIST</div> </div> </div> </div>	
<div> <div>08/14/2018 Stipulation and Proposed Order received & forwarded to Dept ▼</div> <div> <div> <div>Comment</div> <div>21 - JUDGE FOILES</div> </div> </div> </div>	
<div> <div>08/16/2018 Answer (Unlimited) ▼</div> <div> <div>Answer (Unlimited) Answer TO COMPLAINT</div> <div> <div>Comment</div> <div>Answer TO COMPLAINT</div> </div> </div> </div>	
<div> <div>08/16/2018 Order ▼</div> <div> <div>Order Type: JOINT COMPLEX CASE STATUS CONFERENCE REPORT AND STIPULATED REQUEST TO CONTINUE COMPLEX C</div> <div> <div>Comment</div> <div>Type: JOINT COMPLEX CASE STATUS CONFERENCE REPORT AND STIPULATED REQUEST TO CONTINUE COMPLEX CASE STATUS CONFERENCE; ORDER Signed by: JUDGE FOILES Date Signed: 08/16/18</div> </div> </div> </div>	
<div> <div>08/23/2018 Order ▼</div> <div> <div>Order Type: ORDER RE: JOINT COMPLEX CASE STATUS CONFERENCE AND STIPULATED REQUEST TO CONTINUE COMPLE</div> <div> <div>Comment</div> <div>Type: ORDER RE: JOINT COMPLEX CASE STATUS CONFERENCE AND STIPULATED REQUEST TO CONTINUE COMPLEX CASE STATUS CONFERENCE Signed by: JUDGE FOILES Date Signed: 08/16/18</div> </div> </div> </div>	

08/23/2018 Notice of Case Management Conference ▼

Notice of Case Management Conference CMC set for 11/9/18

Comment

CMC set for 11/9/18

09/07/2018 Notice of Stay of Proceedings ▼

Notice of Stay of Proceedings As Follows: With regard to the following parties: VERITY HEALTH SYSTEM

Comment

As Follows: With regard to the following parties: VERITY HEALTH SYSTEM OF CALIFORNIA Reason: Automatic stay caused by a filing in another court

10/24/2018 Complex Case Status Conference ▼

*CIV Minute Order - Complex Case Status Conference 10/24/2018

Judicial Officer

Etezadi, Susan I.

Hearing Time

9:00 AM

Result

Held

10/24/2018 Case deemed complex litigation

10/24/2018 Order Designating Case as Complex ▼

Order Designating Case as Complex

10/24/2018 Affidavit of Mailing ▼

Affidavit of Mailing

10/24/2018 Clerk's Notice of Fees Due Complex Litigation Designation ▼

Clerk's Notice of Fees Due Complex Litigation Designation

10/25/2018 Case Management Order #1 and Order for Permissive E-Filing ▼

Case Management Order #1 and Order for Permissive E-Filing

10/25/2018 Affidavit of Mailing ▼

Affidavit of Mailing CM Order #1 and Order For Permissive E-Filing

Comment

CM Order #1 and Order For Permissive E-Filing

11/05/2018 Stipulation ▼

Stipulation PARTIES' JOINT STIPULATION REQUESTING THE COURT TO VACATE THE October 24, 2018 MINUTE OR

Comment

PARTIES' JOINT STIPULATION REQUESTING THE COURT TO VACATE THE October 24, 2018 MINUTE ORDER; SCHEDULING OF CONFERENCE REGARDING THE STATUS OF BANKRUPTCY

11/05/2018 Proposed Order Received ▼

Proposed Order Received PROPOSED ORDER RE PARTIES' JOINT STIPULATION REQUESTING THE COURT TO VACATE

Comment

PROPOSED ORDER RE PARTIES' JOINT STIPULATION REQUESTING THE COURT TO VACATE THE October 24, 2018 MINUTE ORDER; SCHEDULING OF CONFERENCE REGARDING THE STATUS OF BANKRUPTCY

11/07/2018 Order ▼

Order Granting In Part and Denying In Part Ex Parte Request To Vacate October 24, 2018 Order and To

Comment

Granting In Part and Denying In Part Ex Parte Request To Vacate October 24, 2018 Order and To Vacate Conference Hearing

11/07/2018 Affidavit of Mailing ▼

Affidavit of Mailing Order Granting In Part and Denying In Part ExParte Request To Vacate October 24

Comment

Order Granting In Part and Denying In Part ExParte Request To Vacate October 24, 2018 Order & To Vacate Conference Hearing

11/09/2018 Case Management Conference ▼

Judicial Officer

Grandsaert, John L.

Hearing Time

9:00 AM

Cancel Reason

Vacated

11/16/2018 Case Management Conference ▼

Judicial Officer

Weiner, Marie S.

Hearing Time

03:00 PM

Cancel Reason

Off Calendar

11/16/2018 Notice of Stay of Proceedings ▼

Notice of Stay of Proceedings AMENDED As Follows: With regard to the following parties: SEE ATTACHME

Comment

AMENDED As Follows: With regard to the following parties: SEE ATTACHMENT A Reason: Automatic stay caused by a filing in another court BANKRUPTCY PETITION CASE NUMBER 2:18-bk-20168-ER

01/09/2019 Bankruptcy Document Received From US Bankruptcy Court ▼

Bankruptcy Document Received From US Bankruptcy Court ORDER AUTHORIZING THE SALE OF CERTAIN OF THE D

Comment

ORDER AUTHORIZING THE SALE OF CERTAIN OF THE DEBTORS' ASSETS TO SANTA CLARA COUNTY FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS; APPROVING THE ASSUMPTION AND ASSIGNMENTS OF AN UNEXPIRED LEASE RELATED THERETO; GRANTED RELATED RELIEF

01/24/2019 Complex Case Status Conference ▼

Judicial Officer

Karesh, Jonathan E.

Hearing Time

9:00 AM

Cancel Reason

Off Calendar

01/24/2019 Complex Case Status Conference ▼

Judicial Officer

Karesh, Jonathan E.

Hearing Time

9:00 AM

Cancel Reason

Other

Financial

WAHIDI, WAHEED

Total Financial Assessment

\$2,455.00

Total Payments and Credits

\$1,455.00

6/21/2018	Transaction Assessment			\$435.00
6/22/2018	Transaction Assessment			\$1,000.00
6/22/2018	Case Payment	Receipt # 2018-042443-HOJ	JANNEY & JANNEY ATTORNEY SERVICE, INC.	(\$1,435.00)
8/14/2018	Transaction Assessment			\$20.00
8/14/2018	Case Payment	Receipt # 2018-053964-HOJ	SWIFT ATTORNEY SERVICE	(\$20.00)
10/24/2018	Transaction Assessment			\$1,000.00
VERITY HEALTH SYSTEM OF CALIFORNIA, INC., a California corporation				
	Total Financial Assessment			\$435.00
	Total Payments and Credits			\$435.00
8/16/2018	Transaction Assessment			\$435.00
8/16/2018	Case Payment	Receipt # 2018-054742-HOJ	ONE LEGAL LLC	(\$435.00)
VERITY BUSINESS SERVICES, a California corporation				
	Total Financial Assessment			\$1,435.00
	Total Payments and Credits			\$435.00
8/16/2018	Transaction Assessment			\$435.00
8/16/2018	Case Payment	Receipt # 2018-054742-HOJ	ONE LEGAL LLC	(\$435.00)
10/24/2018	Transaction Assessment			\$1,000.00
SETON MEDICAL CENTER, a California corporation				
	Total Financial Assessment			\$1,435.00
	Total Payments and Credits			\$435.00
8/16/2018	Transaction Assessment			\$435.00
8/16/2018	Case Payment	Receipt # 2018-054742-HOJ	ONE LEGAL LLC	(\$435.00)
10/24/2018	Transaction Assessment			\$1,000.00
O'CONNOR HOSPITAL, a California corporation				
	Total Financial Assessment			\$1,435.00
	Total Payments and Credits			\$435.00
8/16/2018	Transaction Assessment			\$435.00
8/16/2018	Case Payment	Receipt # 2018-054742-HOJ	ONE LEGAL LLC	(\$435.00)
10/24/2018	Transaction Assessment			\$1,000.00
SAINT LOUISE REGIONAL HOSPITAL, a California corporation				
	Total Financial Assessment			\$1,435.00
	Total Payments and Credits			\$435.00
8/16/2018	Transaction Assessment			\$435.00
8/16/2018	Case Payment	Receipt # 2018-054742-HOJ	ONE LEGAL LLC	(\$435.00)
10/24/2018	Transaction Assessment			\$1,000.00
SETON COASTSIDE, a California corporation				
	Total Financial Assessment			\$1,435.00
	Total Payments and Credits			\$435.00
8/16/2018	Transaction Assessment			\$435.00
8/16/2018	Case Payment	Receipt # 2018-054742-HOJ	ONE LEGAL LLC	(\$435.00)
10/24/2018	Transaction Assessment			\$1,000.00
ST.FRANCIS MEDICAL CENTER, a California corporation				
	Total Financial Assessment			\$1,435.00
	Total Payments and Credits			\$435.00
8/16/2018	Transaction Assessment			\$435.00
8/16/2018	Case Payment	Receipt # 2018-054742-HOJ	ONE LEGAL LLC	(\$435.00)
10/24/2018	Transaction Assessment			\$1,000.00
ST.VINCENT MEDICAL CENTER, a California corporation				
	Total Financial Assessment			\$1,435.00
	Total Payments and Credits			\$435.00
8/16/2018	Transaction Assessment			\$435.00
8/16/2018	Case Payment	Receipt # 2018-054742-HOJ	ONE LEGAL LLC	(\$435.00)
10/24/2018	Transaction Assessment			\$1,000.00
DOES 1 TO 100, INCLUSIVE				
	Total Financial Assessment			\$1,000.00

Total Payments and Credits		\$0.00
10/24/2018	Transaction Assessment	\$1,000.00
BARNES, KEVIN T., ESQ		
	Total Financial Assessment	\$1,000.00
	Total Payments and Credits	\$0.00
10/24/2018	Transaction Assessment	\$1,000.00
VERITY MEDICAL FOUNDATION, a California corporation		
	Total Financial Assessment	\$1,435.00
	Total Payments and Credits	\$435.00
8/16/2018	Transaction Assessment	\$435.00
8/16/2018	Case Payment	Receipt # 2018-054742-HOJ ONE LEGAL LLC (\$435.00)
10/24/2018	Transaction Assessment	\$1,000.00
TILMAN, ELINA		
	Total Financial Assessment	\$435.00
	Total Payments and Credits	\$435.00
8/16/2018	Transaction Assessment	\$435.00
8/16/2018	Fine Suspension	(\$435.00)

Documents

Notice of Case Management Conference
Summons Issued / Filed
Complaint
Civil Case Cover Sheet
Notice of Complex Case Status Conference
First Amended Complaint
Proof of Service by MAIL & ACKNOWLEDGMENT SERVICE of SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, NOT
Proof of Service by MAIL & ACKNOWLEDGMENT SERVICE of SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, NOT
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Proof of Service by MAIL & ACKNOWLEDGMENT SERVICE of SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, NOT
Proof of Service by MAIL & ACKNOWLEDGMENT SERVICE of SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, NOT
Notice of Change of Address of Attorney
Case Management Statement
Status Report Type: JOINT COMPLEX CASE STATUS CONFERENCE REPORT AND STIPULATED REQUEST TO CONTINUE C
Proposed Order Received RE: JOINT COMPLEX CASE STATUS CONFERENCE AND STIPULATED REQUEST TO CONTINUE
Proof of Service by MAIL of JOINT COMPLEX CASE STATUS CONFERENCE AND STIPULATED REQUEST TO CONTINUE
Answer (Unlimited) Answer TO COMPLAINT
Notice of Case Management Conference CMC set for 11/9/18
Order Type: ORDER RE: JOINT COMPLEX CASE STATUS CONFERENCE AND STIPULATED REQUEST TO CONTINUE COMPLE
Order Type: JOINT COMPLEX CASE STATUS CONFERENCE REPORT AND STIPULATED REQUEST TO CONTINUE COMPLEX C
Notice of Stay of Proceedings As Follows: With regard to the following parties: VERITY HEALTH SYSTEM
*CIV Minute Order - Complex Case Status Conference 10/24/2018
Affidavit of Mailing
Clerk's Notice of Fees Due Complex Litigation Designation
Order Designating Case as Complex
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Proposed Order Received PROPOSED ORDER RE PARTIES' JOINT STIPULATION REQUESTING THE COURT TO VACATE
Stipulation PARTIES' JOINT STIPULATION REQUESTING THE COURT TO VACATE THE October 24, 2018 MINUTE OR

Order Granting In Part and Denying In Part Ex Parte Request To Vacate October 24, 2018 Order and To
Affidavit of Mailing Order Granting In Part and Denying In Part ExParte Request To Vacate October 24
Notice of Stay of Proceedings AMENDED As Follows: With regard to the following parties: SEE ATTACHME
Bankruptcy Document Received From US Bankruptcy Court ORDER AUTHORIZING THE SALE OF CERTAIN OF THE D

Exhibit B

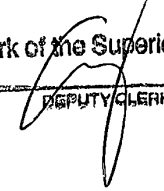
JMBM
Jeffer Mangels
Butler & Mitchell LLP

1 JEFFER MANGELS BUTLER & MITCHELL LLP
2 AN H. NGUYEN RUDA (Bar No. 215453)
3 *ahn@jmbm.com*
4 ELINA TILMAN (Bar No. 293979)
5 *etilman@jmbm.com*
6 Two Embarcadero Center, 5th Floor
7 San Francisco, California 94111
8 Telephone: (415) 398-8080
9 Facsimile: (415) 398-5584

10 Attorneys for All Defendants

FILED
SAN MATEO COUNTY

AUG 16 2018

Clerk of the Superior Court
By  DEPUTY CLERK

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN MATEO

13 WAHEED WAHIDI, on behalf of himself and
14 all other similarly situated,

15 Plaintiffs,

16 v.

17 VERITY HEALTH SYSTEM OF
18 CALIFORNIA, INC., a California
19 corporation; VERITY BUSINESS
20 SERVICES, a California corporation;
21 VERITY MEDICAL FOUNDATION, a
22 California corporation; SETON MEDICAL
23 CENTER, a California corporation;
24 O'CONNOR HOSPITAL, a California
25 corporation; SAINT LOUISE REGIONAL
26 HOSPITAL (whether or not d/b/a "DePaul
27 Urgent Care"), a California corporation;
28 SETON COASTSIDE, a California
corporation; ST. FRANCIS MEDICAL
CENTER, a California corporation; ST.
VINCENT MEDICAL CENTER, a California
corporation; and DOES 1 to 100, inclusive,

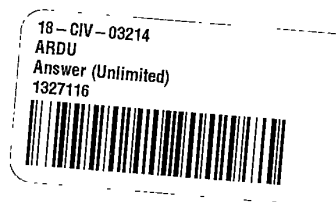
Defendants.

Case No. 18CIV03214

**DEFENDANTS' ANSWER TO
PLAINTIFF'S CLASS ACTION
COMPLAINT**

Action Filed: June 26, 2018
Trial Date: None Set

BY FAX



25 Defendant Verity Health System of California, Inc., Verity Business Services, Verity
26 Medical Foundation, Seton Medical Center, O'Connor Hospital, St. Louise Regional Hospital, Seton
27 Coastside, St. Francis Medical Center, and St. Vincent Medical Center ("Defendants") hereby
28 answer Plaintiff Waheed Wahidi's (Plaintiff) Class Action Complaint ("Complaint") as follows:

62243663v2

DEFENDANTS' ANSWER TO PLAINTIFF'S CLASS ACTION COMPLAINT

JMBM
Jeffer Mangels
Butler & Mitchell LLP

1 Pursuant to Section 431.30(d) of the California Code of Civil Procedure, Defendants deny,
2 generally and specifically, each and every allegation in the Complaint. Defendants further generally
3 and specifically deny that Plaintiff, and all those similarly situated ("Plaintiffs") have been damaged
4 in the sums alleged, or any other sum, or at all, by reason of any act or omission or failure to act on
5 the part of Defendants or any of their agents, servants, employees or representatives. Defendants
6 further generally and specifically deny all class action allegations set forth in the Complaint.

7 Defendants further deny generally and specifically that Plaintiffs are entitled to general,
8 compensatory, liquidated, exemplary, punitive, prejudgment and post-judgment interest, civil
9 penalties, attorneys' fees and costs, or other damages, in any amount, by reason of any act or
10 omission to act on the part of Defendants, or any agent, servant, employee or representative of
11 Defendants.

12 Defendants further deny generally and specifically that Plaintiffs are entitled to any
13 injunctive relief, declaratory relief, restitution in any amount, or any other equitable relief, by reason
14 of any act or omission to act on the part of Defendants, or any agent, servant, employee or
15 representative of Defendants.

16 **DEFENSES AND AFFIRMATIVE DEFENSES**

17 In further answer, defense, and/or affirmative defense, and without in any way altering the
18 burden of proof on any issue, Defendants allege as follows:

19 **FIRST AFFIRMATIVE DEFENSE**

20 As a separate and affirmative defense, the Complaint and each cause of action therein fails
21 to state facts sufficient to constitute a cause of action against Defendants.

22 **SECOND AFFIRMATIVE DEFENSE**

23 As a separate and affirmative defense, the Complaint and each cause of action therein is
24 barred in whole or in part by the applicable statutes of limitation.

25 **THIRD AFFIRMATIVE DEFENSE**

26 As a separate and affirmative defense to the Complaint, Plaintiff's claims, as well as the
27 claims of the putative class, are barred, in whole or in part, by their failure to exhaust administrative
28 and internal remedies.

JMBM
Jeffer Mangels
Butler & Mitchell LLP

FOURTH AFFIRMATIVE DEFENSE

As a separate and affirmative defense, Plaintiff and putative class members lack standing to sue because they have not suffered actual injury as a result of the conduct alleged in the Complaint.

FIFTH AFFIRMATIVE DEFENSE

As a separate and affirmative defense, Plaintiff and putative class members have failed to mitigate or attempt to mitigate, if in fact any damages have been or will be sustained, and any recovery by Plaintiff or putative class members must be diminished or barred by reason thereof.

SIXTH AFFIRMATIVE DEFENSE

As a result of the acts and omissions in the matters relevant to the Complaint, Plaintiff and putative class members have unclean hands and are therefore barred from asserting any claims against Defendants.

SEVENTH AFFIRMATIVE DEFENSE

As a separate and affirmative defense, any acts or omissions of Defendants were in good faith, and Defendants had reasonable grounds for believing that there was no violation of state and federal wage and hour laws, including the California wage orders. If Defendants failed to pay wages, although such is not admitted and indeed is expressly denied, such a failure was not a willful violation of federal and/or California law.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff and putative class members are barred from any recovery against Defendants by reason of the doctrine of laches and undue delay in giving notice to Defendants of the matters alleged in the Complaint and in commencing this litigation.

NINTH AFFIRMATIVE DEFENSE

Plaintiff and putative class members consented to and approved all the acts and omissions about which Plaintiff and putative class members now complain. Accordingly, Plaintiff and putative class members are barred from pursuing this action.

TENTH AFFIRMATIVE DEFENSE

The Complaint and the claims for relief contained therein, fail to state claims for relief as Plaintiff and the putative class are not entitled to minimum wage, overtime pay, meal breaks, or rest

breaks, because they are exempt under state and federal law.

ELEVENTH AFFIRMATIVE DEFENSE

The Complaint and the claims for relief contained therein, are barred and/or Plaintiff and the putative class's claims for damages are reduced under the doctrine of avoidable consequences.

TWELFTH AFFIRMATIVE DEFENSE

To the extent Plaintiff or members of the putative class were paid compensation, including but not limited to overtime compensation, beyond that to which they were entitled during their employment, such additional compensation would satisfy, in whole or in part, any alleged claim for unpaid overtime or other monetary relief.

THIRTEENTH AFFIRMATIVE DEFENSE

The matters alleged in this complaint are encompassed within and barred by a settlement and release agreements reached by Plaintiff, members of the putative class, and Defendants that operate as a merger and bar against any further litigation on matters raised or potentially raised in connection with the settlement and release.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff and the putative class's claims are barred, in whole or in part, by the doctrines of payment, estoppel, ratification, accord and satisfaction, and/or offset.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff and the putative class's claims for denial of meal and rest periods fail because Plaintiff, and members of the putative class, have waived their meal and rest periods in accordance with California law.

SIXTEENTH AFFIRMATIVE DEFENSE

The Complaint and the claims for relief contained therein, fail to state claims for relief as the alleged violations constitute de minimis deviations from state or federal laws, codes, regulations, or guidelines.

SEVENTEENTH AFFIRMATIVE DEFENSE

The Complaint and the claims for relief contained therein, fail to state a claim because they arise under the Collective Bargaining Agreement between Defendant and Plaintiff's and the putative

1 class's exclusive collective bargaining representative.

2 **EIGHTEENTH AFFIRMATIVE DEFENSE**

3 The Complaint and the claims for relief contained therein, fail to state a claim because they
4 are preempted by Section 301 of the Labor Management Relations Act ("Section 301"). (29 U.S.C.
5 § 185.)

6 **NINETEENTH AFFIRMATIVE DEFENSE**

7 The Complaint and each cause of action therein is barred in whole or in part by Section 301's
8 statute of limitations set forth in section 10(b) of the National Labor Relations Act, 29 USC section
9 160(b).

10 **TWENTIETH AFFIRMATIVE DEFENSE**

11 The Complaint and each cause of action therein is barred in whole or in part because Plaintiff
12 failed to comply with Section 301's exhaustion requirements.

13
14 **FURTHER ANSWERING THE COMPLAINT**, Defendants state that they have not yet
15 completed a thorough investigation and/or completed discovery of all of the facts and circumstances
16 of the subject matter of said Complaint, and, accordingly reserve the right to amend, modify, revise
17 or supplement this Answer, and to plead such further defenses and take such further action as it may
18 deem proper and necessary in its defense, upon completion of said investigation.

19 **PRAYER**

20 WHEREFORE, having fully answered the Complaint, Defendants respectfully pray that
21 judgment be entered:

22 1. Dismissing the Complaint and each claim therein asserted against Defendants with
23 prejudice or, alternatively, denying the relief requested therein;

24 2. That Plaintiff and the putative class take nothing by the Complaint;

25 3. Awarding Defendants their costs and disbursements incurred in this action, including
26 attorneys' fees and other costs of suit; and,

27 4. Awarding Defendants such other relief as this Court deems just and proper.
28

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DATED: August 16, 2018

JEFFER MANGELS BUTLER & MITCHELL LLP
AN H. NGUYEN RUDA
ELINA TILMAN

By: *Elina Tilman*
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Attorneys for All Defendants

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PROOF OF SERVICE

STATE OF CALIFORNIA, CITY AND COUNTY OF SAN FRANCISCO

Waheed Wahidi v. Verity Health System of California, Inc., et al.
Case No. 18CIV03214

I am employed in the City and County of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is: Two Embarcadero Center, 5th Floor, San Francisco, California 94111.

On August 16, 2018 I served the document(s) described as

DEFENDANTS' ANSWER TO PLAINTIFF'S CLASS ACTION COMPLAINT

in this action addressed as follows:

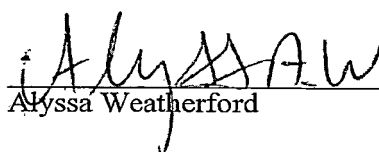
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Executed on August 16, 2018 at San Francisco, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Alyssa Weatherford