Article 1 Recognition

- Quarterly review of unresolved Leadership Committee agenda items to determine whether the parties can agree on establishing alternate steps to resolution. (Additional language ensures identification of stalled progress on outstanding issues and steps to resolution either through Leadership committee or through Grievance procedures)

- Removal of annual Education Assessment commitment by Hospital to determine Nurses’ desire to change specialties and for unit specific advancement and Hospitals organizational needs. (Hospital had not complied with annual assessment, language did not guarantee actual change in specialty met)

- Inclusion of Appendix D in Article 1.

Article 2 Coverage

- No change to existing MOU

Article 3 Management Rights

- No change to existing MOU

Article 4 Nondiscrimination

- No change to existing MOU

Article 5 No Strike/No Lockout

- No change to existing MOU

Article 6 Notification

- Eligible RNs will be notified by PRN, via email, that they have a choice to belong to the PRN bargaining unit and will be directed to the PRN website for more information. Eligible RNs will be given the email address of PRN to contact for questions about membership. (change to Article is clarification of language to comply with Law)

Article 7 PRN Security/Agency Shop

- Removal of Agency Shop language. (To comply with Law)

- Clarification of PRN Membership Maintenance: PRN membership is voluntary, but only PRN members will be allowed to vote on contractual issues, receive information from
PRN and attend PRN meetings. Members must continue active membership during the term of the MOU, except RNs may terminate membership during the month of January of the year in which the MOU expires. Notification will be to PRN in writing no later than the 31st of January termination year. RNs who revoke membership will have the deduction removed on the first pay period following the Hospitals receipt of written notification from PRN of membership revocation.

- PRN at New Employee Orientation- PRN will have up to 15 minutes to present information regarding PRN to new employees.

Article 8 Severability

- No change to existing MOU

Article 9 Time Off for PRN officers and Representatives

- No change to existing MOU

Article 10 Certification Reimbursement

- Removal of qualification language. (Article 10 is about compensation, Article 25 addresses qualification criteria)

Article 11 Differentials

- No change to existing MOU

Article 12 Holidays

- No change to existing MOU

Article 13 On Call/Call In

- An RN who is on authorized On Call status during a Holiday (Article 12) will be compensated at .75 times her/his base hourly rate.
- Notification of Call In will not occur prior to the RNs scheduled On Call start time.
- Call In hours worked on Major Holidays 2 times base hourly rate.
- On Call concurrent with unpaid HC by mutual agreement (Instead of being sent home on HC, if requested by hospital, RN may agree to be On Call. RN will still receive HC credit)
Article 14 Overtime

- No change to existing MOU

Article 15 Rest Between Shifts

- Addition of Care Coordinator 1 and 2 as eligible RNs
- Compensation of Rest between Shifts- A minimum of four hours pay at one and one-half times the RN’s base hourly rate will be guaranteed. *(Increase from 2 hours of guaranteed pay)*

Article 16 Wages

- Year 1- 3% effective as soon as practicable after ratification
- Year 2- 3% first pay period of fiscal year
- Year 3- 4% first pay period of fiscal year
- Year 4- 3% first pay period of fiscal year
- Lump sum payment equal to 3% of all hours paid from 7/14/19 to effective date of first year wage increase (must be on payroll at time lump sum paid to receive it)
- New Longevity step @ 2% for 25 years of service, effective first pay period October 2019 at the latest (10/6/19)
- Insert new step between 7 and 8 @ 2% for 10 years of service, effective 10/6/19.

*All steps to renumbered see Article 24
- Move Parenteral Services Nurse to wage range 3, must obtain appropriate PICC certification within 12 months of ratification of MOU.

Article 17 Education Leave

- RNs who transfer from FT/PT positions to per diem will no longer accrue EL hours. The existing EL hour bank will remain intact for up to six months from the time of transfer or until the hours are depleted (whichever occurs first) during which time the per diem RN may take EL in accordance with this article.

Article 18 Flexible Benefits

- New HMO- $250 deductible but Hospital will contribute $250 to Flexible spending account for 2020 and 2021.
- *See side letter for Limited Reopener for year 3
- Hospital waives $100 co-pays for Outpatient Medical Services and Ambulatory Surgical Center if use ECH.
• Lower Pharmacy co-pay if use ECH pharmacy ($5/$20 for up to 90-day supply for formulary)
• Eligibility for health benefits will begin at 0.5 FTE
• Removal of 0.4 work status with prorated credits for benefits.
*See side letter for 0.4 RNs
• 0.4 will continue to accrue PTO/ESL
• Accelerate eligibility date for benefits to begin the first of the month after hire
• Add EAP benefit for Per Diems.

**Article 19 Enterprise-Wide Floating *Renamed “Floating” (will move to Article 23. Currently under benefit section, Floating is a working condition)**

• Addition of Regional Mandatory Floating (Modification to article to address all floating issues not just cross campus)
• Enterprise Work Assignments- Per diems who transfer to a per diem position in their own Cost Center as a result of a Reorganization in force unless they were already a per diem hired after October 28, 2016. (RNs should not be mandated to float across the enterprise due to a RIF)
• Additional Language to training- An RN who does not have an opportunity to float within a year to the units they are expected to float will received a minimum of one hour of reorientation/training to specific department needs prior to taking a patient care assignment.
• Addition: RNs asked to float mid shift will complete their charting/hand off and take their break if needed, before floating to the next assignment.
• Additional Language: Floating Waivers- An RN can declare willingness to float to units in which they are competent outside their floating region on their home campus or across the enterprise. RNs will complete a “Volunteer for Intercampus Floating” form, which will be held in the staffing office at MV and in the Hospital Supervisor office in LG. RNs willing to float to a **different ECH campus** will be given orientation and training necessary to perform this work safely and effectively. This training should include, but is not limited to, campus specific safety training, building orientation, medication safety requirements, different equipment and any other distinct campus differences. Those who volunteer to float will be trained and deemed competent by mutual agreement prior to assuming care of patient. Amount of orientation or training to be determined by agreement between management and RN prior to starting. Orientation or training will be no more than one shift. If the parties cannot agree on the amount of orientation or training the Hospital or RN may revoke the waiver. Once an RN has volunteered to float between campuses, the RN is committed to floating between campuses for a minimum of 6 months.

**Article 20 PTO**
PTO Pay out when changing from FT/PT to Per Diem - FT/PT RNs who transfer into a PD position will cease accruing PTO as of the effective date of their transfer. The Hospital will automatically pay PTO hours based on the employee’s former FTE status as a benefit-eligible employee (less hours worked in per diem positions) each pay period until their PTO bank is zero. PTO will be paid at the employee’s hourly salary prior to the transfer without per diem, shift or other differentials. (current process, needed inclusion in MOU for member clarity)

- ESL buyout - Age 62+, 20+ years of service, 50% of ESL paid out upon termination.
- ESL buyout for RNs hired at Los Gatos in 2009 Age 62+, 10+ years of service, 30% of ESL paid out upon termination. Sunsets at end of MOU. (notice periods and approval provisions from previous MOU apply)

**Article 21 Retirement Benefits**

- Add TDA (403b) matching for 25 years of service 7%

**Article 22 Alternative-Hour Shift Schedule**

- Clarification/simplification of meal/rest breaks for Alternative-Hour RNs

**Article 23 Benefits * Move to Article 19 (under benefit section not working condition)**

- Removal of Relief RN language* see side letter

**Article 24 Classification and Step Placement**

- Step 8 at 10 years of service (Modification - step was inserted between previous 7 and 8 at a 2% increase meaning each step needed to be renumbered)
- Step 9 at 15 years of service (renumbered 15 years of service to step 9 - no change in previous pay rate)
- Step 10 at 20 years of service (renumbered 20 years of service to step 10 - no change in previous pay percentage)
- Step 11 at 25 years of service (new step for longevity step at 2% increase)

**Article 25 Clinical Ladder**

- CN III Eligibility Criteria - RN will receive receipt of successful submission of application via email or in writing
- Change of Specialty or department - Transfer to sister unit on opposite campus will not result in loss of CN III.
• Addition: An RN who has her/his CN III status removed because of a disciplinary action or because the RN did not achieve a “Meets Expectations” for each competency in each category for the most recent performance evaluation, may apply for reinstatement of the CN III status to their Manager after 6 months, subject to the review and final approval at the final discretion of the Chief Nursing Executive.

• Labor/Management committee following ratification to address clinical ladder issues including CN IV development.

**Article 26 Discipline and Discharge**

• Additional Language: In accordance with the Discipline and Discharge Policy and Procedure, the Hospital utilizes a progressive disciplinary process. In cases of serious or repeated offenses one or more of the progressive steps may be omitted. *(Added for member clarity on policy)*

• Addition- PRN notification by email of Disciplinary action served upon RNs.

• Addition- RNs may decline PRN representation during a disciplinary meeting by signing a Weingarten Rights Waiver. *(To inform RNs of their rights).*

**Article 27 Grievance**

• No change to existing MOU

**Article 28 Jury Duty**

• No change to existing MOU

**Article 29 LOA**

• RNs who expect to be absent for more than four calendar days for educational or personal reasons is eligible to apply for LOA. *(previously 5 days).*

• RNs who expect to be absent for more than four calendar days for military, industrial injury, medical or pregnancy disability reasons must apply for an LOA. *(previously 5 days).*

**Article 30 Meal Breaks**

• An RN working 8 hours will receive 1 meal break. An RN working either 10 or 12 hours will receive 2 meal breaks. The Alternative shift RN may waive the 2nd meal break by signing the meal break waiver. If waived, the RN must always take 1 meal break unless rescinded in writing to the manager. If the RN elects to take 2 meal breaks, the RNs shift will be extended by on-half hour unpaid time. *(to clarify current practice)*
• An RN working either 8 hours or 10 hours will receive 2 rest breaks, an RN working 12 hours will receive 3 rest breaks. *(to clarify current practice)*

**Article 31 Posting and Filling of Vacancies**

• No change to existing MOU

**Article 32 Provisional Period *Rename “Probationary Period”***

• Change Provisional Period to Probationary Period *(No change in meaning, align with ECH enterprise language for consistency)*.
• Addition: The Hospital may extend the initial probationary period by an additional 180 days for failure to satisfactorily complete the probationary period. At the time of extension, a performance improvement plan will be developed to identify deficiencies necessitating extension. *(gives RN opportunity for improvement)*
• Add Care coordinator 1 and 2 to classifications who are excluded from requirement to complete an additional probationary period of 120 days.
• Addition: The Hospital may extend the new probationary period up to an additional 60 days for failure to satisfactorily complete the probationary period. At the time of the extension, a performance improvement plan will be developed to identify deficiencies necessitating extension. *(gives RN opportunity for improvement)*

**Article 33 Reduction in Force (RIF)**

• No change to existing MOU

**Article 34 HC**

• HC limited to 2 calls per shift *(HC limited to 2 HC notifications per RN. Applies to >8 hour shift RNs. Meaning an RN can only be canceled twice in their twelve hour shift).*
• Option for RNs to complete Health stream/mandatory education charged to EDU for time spent or submit EL per Article 17.
• RNs who signed Floating Waiver, cross training must be completed prior to mandatory HCs given.
*See side letter for HC pilot*
• Notwithstanding any PCSS guidelines, RNs who are within their probationary period will be eligible for HC as soon as they have their competencies signed off.

**Article 35 Seniority**

• Removal of Occasional RN language. *(RN status no longer exists)*
Article 36 Shift Reassignment

- No change to existing MOU

Article 37 Weekends/Vacations

- “Weekend work shifts” in regard to Per Diem weekend work obligations, is hereby defined as any Saturday or Sunday worked during the 4-week schedule to fulfill their weekend work requirements (Article 38 Section 4). For Night shift only, shifts that begin on Friday or Saturday will fulfill the weekend work shift requirement. (for clarity of current requirements)
- Availability of extra weekends off will be offered to FT/PT RNs at step 9, 10, and 11 first. Refer to PCSS for implementation process. (Appendix E moved into appropriate article/PCSS)
- RNs at step 10 or greater will be guaranteed at least 3 weeks of vacation
- A minimum of 1 RN per day per shift per unit will be granted vacation. (Addition of “per unit” impacts combined cost centers to ensure adequate vacation approval)

Article 38 Work Status

- Hours worked for Per Diem, remove “Mandatory” from HC. (all HCs are mandatory even if the RN volunteers to take the HC. Therefore, all HC hours will apply toward meeting minimum work requirement).
- Removal of Relief and Occasional RN language.

Article 39 Absenteeism/Tardiness

- No change to existing MOU

Article 40 Term and Termination

- Ratification through 6/30/23

Side Letters

- **Education Bonus**- During term of MOU 2019-2023 an RN who obtains a BSN degree will be paid a $500 bonus. An RN who obtains an MSN degree will be paid $1000 bonus.
- **Relief RN Position**- Upon voluntary departure of existing RNs in Relief positions, the position will be retired. Until such time, existing MOU provisions applicable to Relief RNs will apply.
- **0.4 RN position** - 0.4 FTE RNs with health benefits will be guaranteed a 0.5 FTE position if desired.
- **Limited Reopener for Healthcare** - Year 3 benefits to occur Feb/March 2021 for 2022 benefits (no strike clause remains in effect for limited reopener)
- **HC Pilot** - Convene Labor Management Committee no later than January 2020 to develop/implement HC pilot that addresses ways to decrease HC occurrences in units with frequent HC (for example, by temporarily decreasing work status and reviewing utilization data) to be implemented no later than 7/1/2020 unless otherwise agreed. New pay code to differentiate voluntary vs. mandatory HC.
- **Retroactive Pay** - Lump sum payment equal to 3% of all hours paid from 7/14/19 to effective date of first year wage increase (must be on payroll at time lump sum paid to receive it)