Tentative Agreement Between PRN and ECH
August 30, 2019

Term of MOU • Ratification through 6/30/23

Wages • 3% - 3% - 4% - 3% annual increases (first year increase effective as soon as practicable after ratification, other years effective first pay period of the fiscal year)
  ● Move Parenteral Services Nurse to wage range 3; must obtain an appropriate PICC certification within 12 months of ratification of MOU
  ● 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)

Steps • Add new Longevity step @ 2% for 25 years, effective the first pay period in October 2019 at latest
  ● Insert a new step between step 7 and step 8 at 2.0% at 10 years of service effective the first full pay period of October 2019, which is 10/6/19 -- new step would become step 8 and current steps would be renumbered (not changing rate of pay) as follows: o Step 9 at 15 years o Step 10 at 20 years o New Step 11 at 25 years

Differentials • Status quo for differentials

Extended Sick Leave (ESL) Buyout and PTO • Adopt ECH PTO payout language
  ● ESL buyout o Age 62+, 20+ years of service, 50% of ESL paid out upon termination o RNs hired at Los Gatos in 2009 10 years of service, Age 62+, 30% of ESL paid out upon termination
    ○ Subject to notice periods and approval provisions in expired MOU o Sunset only LG ESL buyout provision at end of MOU

On Call/Call In
  ● On Call/Standby rate at 75% of base hourly rate for holidays
  ● When called in from On Call status, maintain minimum guarantee of 2 hours
  ● Call in on major holiday = 2x base rate
  ● Notification of Call In will not occur prior to the RNs scheduled On Call start time
  ● On Call concurrent with unpaid HC by mutual agreement in areas that take call

HC (Cancellation)
  ● HC limited to two HC notification calls per RN per shift (for >8 hour shift RN’s)
    ○ This means that a nurse can only be canceled twice in their 12 hour shift.
  ● Option for RN to complete heath 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.
  ● Side Letter - Convene Labor Management Committee no later than January 2020 to develop/implement HC pilot to address 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 code to differentiate voluntary or mandatory HC.

Benefits
- Limited reopener for year 3 benefits to occur February/March 2021 for 2022 benefits (no strike clause remains in effect for limited reopener)
- ECH proposal for Benefits
- Side letter for current 0.4 FTE RN with health benefits to be guaranteed a 0.5 FTE position if so desire.

Retirement TDA Matching
- Add a new 7% matching level at 25 years as of 1/1/20 so that TDA (403(b)) matching will be as follows:
  - 4% 1-14 years of service
  - 5% 15-19 years of service
  - 6% 20+ years of service
  - 7% 25+ years of service to be implemented 1/1/20

Clinical Ladder
- RN will receive receipt of successful submission of application via email or in writing
- Performance evaluation: include CN III competency requirements for clarity as soon as practicable (as stated in expired MOU)
- Transfer to sister unit on opposite campus will not result in loss of CN III status
- Reinstatement language once CN III is lost as proposed by Hospital -- can apply for reinstatement of CN III status in six months and approval is at the discretion of CNO
- All other Clinical Ladder (Article 25) issues to be addressed in Labor/Management committee following ratification, including CN IV.

Education Leave
- RNs who transfer from FT/PT position to Per Diem will keep exiting EL bank intact for six months, allowing the RN to take EL in accordance with Article.

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 a MSN degree will be paid $1000 bonus.