

**PRN - El Camino Successor MOU Negotiations
TENTATIVE AGREEMENT ON ALL OPEN ISSUES**

October 21, 2016

The parties agree to renew their prior agreement, with a new expiration date of June 30, 2019, subject to all prior tentative agreements and the following modifications:

1. Wages.

At ratification (first full pay period following): ATB increase of **3%**

Ratification bonus (contingent on PRN membership ratification by November 1, 2016): Within 30 days of ratification (and no later than the pay period beginning December 4, 2016), RNs will receive a bonus calculated as a retroactive 3% increase for all worked time since the original expiration date of the prior agreement up to the effective date of the Year 1 wage increase.

Effective the first full pay period following April 1, 2017: ATB increase of **3%**

Effective the pay period beginning May 20, 2018, an ATB increase of **4%** (*subject to reopener, see below*).

2. Health Benefits and Limited Reopener.

No immediate change to existing language.

The Hospital will provide notice to the union no later than December 1, 2017 of proposed modifications to health plan language (effective the plan year beginning January 1, 2019), which will also reopen the final wage increase. If no agreement is reached by April 30, 2018, then the discussions will terminate and the final wage increase will remain as previously agreed. The MOU will remain in full force and effect during the reopener.

Hospital will offer spousal / dependent buyout in the 2016 open enrollment for the 2017 plan year.

Effective the 2018 plan year, dual coverage of spouses and dependents on the El Camino Hospital health plan will not be permitted. At that point, the Hospital's plans shall exclude from coverage any spouse or other dependents who are covered under another health insurance policy as allowed under the then-current regulations. This provision supplements existing plan provisions prohibiting duplicate coverage.

3. Code 75 / Extra Work Differential.

Replace Section 11(6)(D)(3): "Waivers of Code 75 are permitted. Management may not condition an offer of work contingent on the Nurse's agreement to waive premium pay otherwise required. PRN will not direct or advise RNs to refuse to waive Code 75 differential pay."



4. Differentials

Night, weekend, and PM differentials will remain the same as in the prior contract.

5. Rest-Between-Shifts.

Article 15 and further references (including Article 22 and the former Exhibit B examples, as included in Article 34) will be amended to state that the return-in-less-than period is 11.5 hours (rather than 12 hours) for nurses working 12-hour shifts. (The proviso for a 10.5-hour rest period for previously scheduled 12-hour shifts will remain in effect.)

6. Accrual of PTO While Taking ESL.

Section 20(1)(A) will be amended to remove reference to “ESL hours” as hours on which PTO accrues.

7. Availability Requirements for Per Diems.

Add new section 4(C)(3) to Article 38 and renumber (3) and (4) to (4) and (5): *“Applies only to Nurses hired or transferring into a Per Diem position after [Ratification Date]: At the beginning of the scheduling process, Per Diem Nurses must provide management with availability that exceeds their commitment by one shift. (For example, forty (40) hours, including two weekend work shifts, of availability for non-12-hour shift RNs, and four twelve-hour shifts, including two weekend shifts, of availability for RNs working 12-hour shifts). As operationally required, the scheduler will provide confirmed hours to the Per Diem RN. In no event shall a per diem nurse be scheduled without her consent to work above her Per Diem I or II commitment.”*

8. ESL Buyout

Nurses will be eligible to cash-out 50% of ESL bank upon termination at age 60 in year 1 of the contract, age 60 in year 2 of the contract, and age 55 in year 3 of the contract, provided they have 20 years of service and subject to the following conditions:

8.1 Except during calendar year 2016, a Nurse must provide 3 months’ advanced notice to his/her manager and Human Resources and be approved.

8.2 No less than one nurse per department, per quarter, per shift will be approved, based on operational needs. At the Hospital’s sole discretion, a greater number of employees may be approved in a quarter based on staffing needs.

8.3 If the Nurse chooses to resign employment outside of the ESL buy-out process, he/she will not receive ESL buyout.

8.4 Employees must meet the age and years of service requirement as of their termination date.

9. Article 34 HC Wording.

Delete “voluntary and/or mandatory” from Section 2(D).

10. Cross-Campus Floating Requirements.

Replace deleted Article 19 with New Article: *Enterprise Work Assignments*:

A. Enterprise Work Assignments

The Hospital may post positions that require an RN, as needed to accept work assignments across departments or El Camino Hospital campuses/locations (enterprise) within a 15-mile radius. This requirement applies to any RN in the Patient Care Resources Department (including current staff) and to any Nurse who is hired into or transfers into a Per Diem position after [*the Ratification Date*]. For Nurses in the Patient Care Resources Department, those Nurses who were employed on or prior to the Ratification Date will not be floated cross-campus unless all other Nurses in the Department hired after that date who are competent and available have been floated.

In the Patient Care Resources Department, orientation to departments within currently assigned tracks will take place prior to commencement of enterprise assignments. PCR RNs’ “home units” will determine their “home campus”. Reporting to a campus other than the home campus to receive work assignment will be subject to section D below.

Enterprise assignments to other departments and locations will only occur within the employee’s same shift, and will be pre-scheduled to the greatest extent possible.

Cross-campus floating will occur for needs of patient care. Cross-campus floating will not be required to cover a HC unless the nurse whose turn it is to float cross-campus is willing to cover a HC.

There may be a circumstance for an opportunity of mid-shift floating between campuses. If in the assessment of management at “sending” and “receiving” units that there would be benefit to patient care for mid-shift floating, reasonable direct travel time will be compensated. Mid-shift floating should be considered to avoid unnecessary HCs.

B. Appropriate Training

RNs’ who work in other departments and locations will be provided with the orientation and training necessary to perform this work safely and effectively. Amount of orientation or training to be determined by agreement between management and RN prior to starting orientation/training.

C. Accommodation of Employees

Where an enterprise assignment to a different location/facility creates a personal hardship for an employee, the Hospital will make best efforts to provide reasonable accommodations such as allowing employees to end work earlier to meet personal responsibilities.

D. Notification of Assignment

Every effort will be made to pre-assign by location so that RNs will know which campus to report to prior to start of shift. Employees will be given 90 minutes' notice if they are expected to report to a campus to which they were not assigned on a particular day.

E. Role of the Joint Leadership Committee

The Joint Leadership Committee will monitor assignments under this Article to ensure that it is not being overused in lieu of addressing permanent staffing needs.

F. Patient Care Staffing Standards

The Sections of the Patient Care Staffing Standards entitled "Management of Floating" and "Regional Floating" are superseded by this Article, but may be replaced by mutually agreed guidelines for rotation and cross-training that are consistent with this Article.

G. Dispute Resolution

If the parties fail to agree on acceptable guidelines, including for training, either party may advance the issue to mediation.

11. Floating.

Add to Article 34: "A Nurse at Step 9 will not be floated to another unit unless all other lower-Step RN's available and competent to float have been assigned to float."

12. Prior Tentative Agreements

See attached list.

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Both parties' bargaining teams unanimously recommend ratification to their respective constituents. The Hospital management team will present this tentative agreement to the Hospital Board for approval no later than its regular November 9, 2016 meeting.

For El Camino Hospital:

For Professional Resource for Nurses:

Chick T-Sun

Sean Christen

Kathy McPoke

Chris Wilson

Handwritten initials/signature

Cheryl Remy

Robert Reid

Boeth Shapran-Mukesi

Judy Hannah

Joe D...

Prior Tentative Agreements

1. Article 1, New Section 3 re Leadership Committee - 4/7/16
2. Article 1, New Section 3(C)(1)(f) re Staffing Issues - 8/25/16
3. Article 1, New Section 3(E) re Educational Assessment - 9/1/16
4. Article 2, Classifications (update inclusions/exclusions) - 4/7/16
5. Article 10, Certification Reimbursement - 4/7/16
6. Article 10, Certification Reimbursement - 8/25/16
7. Article 11, Differentials (title of Double Shift section) - 8/25/16
8. Article 11-5 Relief/Differentials - 8/25/16
9. Article 13, Section 2 - On call/Call-in - 9/1/16
10. Article 13, On-Call preamble - 8/25/16
11. Article 17 - Education Leave (documentation) - 9/1/16
12. Article 17 - ADM/EDU/TRN time (ability to stay if classes run short, study time for mandatory re-certifications) - 4/7/16
13. Article 18 - Health Benefits (language changes) - 9/13/16
14. Article 19 - Flexible Spending Accounts - 8/25/16
15. Article 22 - Elimination of section 2(N) (redundant language regarding HC's) - 4/20/16

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16. Article 23 Language (clean up language on open and special enrollments) - 4/21/16
17. Article 24 Language (classifications) - 4/21/16
18. Article 25 Language (minor changes regarding clinical ladder qualifications) - 4/15/16
19. Article 26 Discipline Discharge (documented verbal counseling not discipline) - 4/7/16
20. Article 30 Meal Breaks / Rest Breaks (major fraction covered) - 8/25/16
21. Articles 31, 32 Language (Provisional periods, 180-day waiting period for recent transfers) - 3/4/16
22. Article 31 Employee Referral Program - 4/27/16
23. Article 31 Posting and Filling of Vacancies - 4/21/16
24. Article 33 RIF/Recall language (minor language changes) - 4/27/16
25. Article 34 Reporting for Work/HC Time Off - 8/25/16
26. Article 35 Seniority - 8/25/16
27. Article 37 Vacation scheduling (at least one vacation in a unit per shift per day) - 4/7/16
28. Article 38, Per Diem I/II - 4/7/16
29. Article 38 Occasional & Relief RNs - 8/25/16
30. Article 38-4 Work Status for Per Diems (per diem requirements “translated” for 12-hour shifts) - 4/7/16
31. Article 38-5 Work Status / Relief/Occasional - 8/25/16

