

**LABOR-MANAGEMENT
COLLECTIVE BARGAINING AGREEMENT**

Between

GARDEN GROVE REGISTERED NURSES ASSOCIATION

**UNITED NURSES ASSOCIATIONS OF CALIFORNIA/
UNION OF HEALTH CARE PROFESSIONALS
(UNAC/UHCP)**

NUHHCE, AFSCME, AFL-CIO

And

GARDEN GROVE HOSPITAL & MEDICAL CENTER

October 1, 2010 – September 30, 2013

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	1
ARTICLE 2	UNION REPRESENTATION	1
ARTICLE 3	EMPLOYEE STATUS	3
ARTICLE 4	SENIORITY	4
ARTICLE 5	JOB POSTINGS AND FILLING OF VACANCIES	6
ARTICLE 6	NON-DISCRIMINATION	8
ARTICLE 7	HARASSMENT	8
ARTICLE 8	<u>PATIENT CARE ADVOCACY, SUPERVISION AND PROFESSIONAL RESPONSIBILITY</u>	9
ARTICLE 9	<u>GRIEVANCE AND ARBITRATION</u> PROCEDURE	12
ARTICLE 10	<u>CORRECTIVE ACTION PROCESS AND</u> DISCIPLINE	14
ARTICLE 11	HOURS OF WORK, OVERTIME, AND SCHEDULING	19
ARTICLE 12	FLOATING	25
ARTICLE 13	COMPENSATION	26
ARTICLE 14	MINIMUM RATES	28
ARTICLE 15	BENEFIT PLANS	28
ARTICLE 16	HOLIDAYS	31
ARTICLE 17	HEALTH AND SAFETY	32
ARTICLE 18	EDUCATION BENEFITS	34
ARTICLE 19	LEAVES OF ABSENCE	36
ARTICLE 20	JOB SECURITY	41
ARTICLE 21	MANAGEMENT RIGHTS	41
ARTICLE 22	SUBCONTRACTING	43
ARTICLE 23	UNION SECURITY	43
ARTICLE 24	<u>STRIKES AND LOCKOUTS</u>	45
ARTICLE 25	NOTICES	45
ARTICLE 26	SAVINGS CLAUSE	46
ARTICLE 27	ENTIRE AGREEMENT	46
ARTICLE 28	TERM	46

SIGNATURES	48
LETTER OF AGREEMENT #1 SUPERFLOAT STAFF GRANDFATHER AGREEMENT	50
LETTER OF AGREEMENT #2 WAGES – RETROACTIVE PAY	50
LETTER OF AGREEMENT #3 EMPLOYEE CONTRIBUTION TO MEDICAL PREMIUM	50
LETTER OF AGREEMENT #4 GRANDFATHERED SHIFT DIFFERENTIALS	52
LETTER OF AGREEMENT #5 EXTENDED ILLNESS PROGRAM AGREEMENT	52
APPENDIX A SPECIALTY NURSES	53
APPENDIX B PER DIEM REQUIREMENTS	55
APPENDIX C IN-HOUSE REGISTRY PROGRAM	56
APPENDIX D WEEKEND BONUS	58
APPENDIX E 401(k) RETIREMENT SAVINGS PLAN SPD	59
INDEX	71

ARTICLE 1 -RECOGNITION

- 101 Pursuant to the certifications issued by the National Labor Relations Board on July 21, 1975, in Case Number 21-RC-1260 and on July 24, 1981, in Case Number 21-RD-1800, and the agreement of the parties, the Facility recognizes the Association as the exclusive collective bargaining representative of the Registered Nurses employed at its facility located at 12601 Garden Grove Boulevard, Garden Grove, California 92643 in the following bargaining unit:

Included: All full-time, regular part-time and per diem Registered Nurses including Charge Nurses.

Excluded: All other employees, including confidential employees, office clerical employees, all other professional employees (including without limitation physicians and residents), registry nurses, employees of outside registries and other agencies supplying labor to the Facility, traveling nurses, guards, Directors of Nursing Service, Hemodialysis Head Nurse and Supervisors, Operating Room Supervisors, Obstetrics Supervisors, In-service Training Directors, Day Supervisors, PM Supervisors, Night Supervisors, Relief Day Supervisors, Relief PM Supervisors, Relief Night Supervisors, Emergency Room Supervisors, Intensive Care/Cardiac Care Unit Supervisors, Discharge Planners, Clinical Instructors, Nurse Epidemiologists, Admitting Nurses, Utilization Review Nurses, Employee Health Nurse, guards, watchmen, managers, supervisors, as defined in the Act, and already represented employees.

- 102 The Employer agrees that during the term of this 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, or 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 the 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.

ARTICLE 2 - UNION REPRESENTATION

201 Association Representative

- 202 The Union shall provide the Facility with a written list of Association Representatives after their designation, and shall notify the Facility of changes as they occur. The Union Local President designated shall serve as Chief Association Representative. Prior to the Facility's receipt of such Union designation, the Facility is not obligated to recognize an Association Representative under this Article.

- 203 The functions of the Association Representative include the authority 1) to settle or assist in settling problems arising in connection with the application or interpretation of the agreement, 2) to resolve grievances at Step 1 or 2 of the grievance procedure and 3) to serve as a Union representative for Weingarten meetings.
- 204 Association representatives will be paid for time spent during their scheduled work hours when participating in mutually agreed meetings with management for investigation, grievances, discipline, or other purposes. If the Association Representative wishes to schedule a meeting with employees during the representative's work shift, unpaid leave time shall not be unreasonably denied.
- 205 Association Representatives shall not direct any employees as to how to perform or not perform his/her work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the Facility or any employee.
- 206 The Facility will allow an Association Representative up to thirty (30) minutes at a mutually agreed upon time during the second half of the second day of the Facility's orientation program agenda to discuss the Association and the terms of the collective bargaining agreement. Employee attendance will be voluntary.
- 207 If provided by the Association, the Facility will distribute the items listed below along with other orientation materials provided to new employees in the bargaining unit represented by the Association subject to timely prior receipt of such materials from the Association:
1. Copy of the applicable collective bargaining agreement.
 2. Copy of an Association membership application and dues authorization card.
 3. List of Association Representatives prepared by the Association, showing their departments and/or work areas and telephone numbers.
- 208 **Staff Representatives**
- 209 A duly authorized Staff Representative of the Union shall be permitted to enter the Facility at reasonable times for the purpose of observing whether this Agreement is being observed or to check upon complaints of bargaining unit employees. The Staff Representative shall advise the Director of Human Resources or his/her designee of each visit upon entering the Facility. If the Director of Human Resources or his/her designee is not on site and/or on duty, the Staff Representative will call and/or page the Director of Human Resources or his/her designee. The Staff Representative will abide by patient confidentiality, infection control, and other Facility policies applicable to such areas. When at the Facility, the Staff Representative will wear his/her Staff Representative badge issued by the Facility.

210 The Staff Representative shall not interfere with the work of any employee. This shall not prevent the Staff Representative from conferring with an employee and his/her supervisor or a Facility representative on Facility time in connection with the complaint or problem concerning the employee.

211 Bulletin Board

212 The Facility shall provide one (1) glass enclosed locking bulletin board in a mutually agreed location for posting of notices and announcements regarding Union business, such as meetings, internal Union election results, education, and social events. No materials, which are derogatory of the hospital or management, shall be posted. Both the Union and Facility shall have a key to the bulletin board. The Facility shall not access the bulletin board until a request has been made to the Union, in writing, and a reasonable time given for discussion.

213 In departments where GGRNA, UNAC/UHCP bargaining unit members work, a posting space shall be provided for posting of union materials in non-public employee break rooms.

214 Use of Facility Conference Rooms

215 The Facility shall provide the Union reasonable access to on-site conference rooms for the purpose of GGRNA member meetings or conferences regarding union business related to the Facility. The Union shall schedule such conference room use in accordance with the scheduling practice of the Facility.

ARTICLE 3 - EMPLOYEE STATUS

301 Full-Time Registered Nurse

302 A regular full-time Registered Nurse is a Registered Nurse who is not in a temporary status and is regularly scheduled to work thirty-two (32) hours or more per work-week. Regular full-time Registered Nurses are benefits eligible.

303 Part-Time Registered Nurse

304 A regular part-time Registered Nurse is a Registered Nurse who is not in a temporary status and is regularly scheduled to work twenty-four (24) or more hours per workweek. Regular part-time Registered Nurses are benefits eligible.

305 Per Diem Registered Nurse

306 A Per Diem Registered Nurse is a Registered Nurse who has executed the Facility's Per Diem Agreement and who is not a regular full-time or regular part-time Registered Nurse. Per Diem Registered Nurses are not benefits eligible except as defined in Article 15.

ARTICLE 4 - SENIORITY

401 For full-time and part-time Registered Nurses, seniority shall mean a Registered Nurse's most recent hire date with Garden Grove Hospital & Medical Center.

402 A Per Diem Registered Nurse will not accrue seniority until she/he begins or is reinstated into a regular full-time or part-time position. In such case, the Per Diem Registered Nurse shall have his/her seniority adjusted by one (1) year for every two (2) years. The purpose of this accrued seniority is for use in the job bidding process only.

403 Seniority rights will not apply to a Registered Nurse until completion of the required probationary period, but a Registered Nurse shall acquire seniority retroactive to his/her date of hire on completion of his/her probationary period.

404 In the event two (2) or more Registered Nurses have the same effective seniority date, the most senior shall be determined by a lottery process administered jointly by the Facility and the Association.

405 Upon being transferred from Garden Grove Hospital & Medical Center to another UNAC/UHCP represented Prime Healthcare facility, a Registered Nurse shall retain his/her original Prime Healthcare date of hire for seniority purposes provided the transferring Facility provides reciprocal seniority recognition.

406 The Facility shall provide the State Association with an updated seniority list every six (6) months, commencing with the effective date of this Agreement. The updated seniority list shall also be maintained in the nursing office, available for inspection by any bargaining unit member.

407 A Registered Nurse's seniority shall be lost:

1. If the Registered Nurse resigns or retires.
2. If the Registered Nurse is discharged.
3. If a layoff exceeds twelve (12) consecutive months.

408 Seniority shall be reinstated for the following reasons:

1. If a Registered Nurse who has resigned or retired is rehired within one (1) year of her/his resignation and the Registered Nurse had at least one (1) year of continuous service prior to resigning.
2. If a Registered Nurse on layoff is rehired within one (1) year.

409 Layoff

410 Layoff is defined as an involuntary change to unpaid status of more than fourteen (14) consecutive calendar days for full-time and part-time Registered Nurses.

411 Registered Nurses who have completed the required probationary period shall receive fourteen (14) calendar days written notice or pay in lieu thereof, pro-rated for part-time. For mass layoffs, as defined by WARN, the Act's provisions shall apply. The Facility will send notice to the State Association at the same time notice is given to the Registered Nurse. Upon request, the Association and the Facility will meet to discuss the layoff order and bargain over the effects of the decision to layoff. Such meeting will take place at a mutually agreeable date and time after receiving such notice.

412 Prior to implementation of a permanent layoff, the Facility will accomplish the following:

1. Consider Registered Nurses who want to volunteer for layoff. Any Registered Nurse who volunteers shall make the request in writing, sign it and provide it to Human Resources within three (3) days after the announcement of a layoff.
2. Consider any voluntary changes in status. Any Registered Nurse who volunteers shall make the request in writing, sign it, and provide it to Human Resources within three (3) days after the announcement of a layoff.
3. Discontinue the use of all temporary or registry Registered Nurses or travelers to the extent feasible in the areas affected by the layoff.
4. Discontinue the use of per diem Registered Nurses to the extent feasible.
5. Terminate probationary Registered Nurses, unless such probationary Registered Nurses possess special skills and/or qualifications that a more senior nurse does not already possess.

413 Layoffs in connection with a reduction of staff and the recall to work of Registered Nurses shall be governed by qualifications and competencies. When two or more nurses are deemed to have similar qualifications and competencies, the Registered Nurses' seniority shall be the determining factor.

- 414 Recall from layoff shall be in reverse order from layoff; the last Registered Nurse laid off shall be the first recalled provided the Registered Nurse has the required qualifications and competencies.
- 415 A Registered Nurse shall be deemed terminated from employment when, after a layoff, such Registered Nurse fails to reply within five (5) calendar days of delivery or attempted delivery of the notice of recall, notify the Hospital of his/her intent to return to work on the date specified for recall, and thereafter, return to work on such date.
- 416 Registered Nurses who return to employment as a result of recall from layoff within one (1) year from the date of separation shall be restored to their former status with respect to salary, classification, and all fringe benefits outlined in this Agreement that are in force at the time of return to work. There shall, however, be no accumulation of earnings or benefits during the period of separation.

ARTICLE 5 – JOB POSTING AND FILLING OF VACANCIES

501 Position Posting

- 502 Registered Nurse positions under this Agreement, which are permanently vacated and/or newly created, shall be posted for an initial period of seven (7) calendar days. The position posting shall include the posting date. Open Registered Nurse positions shall be displayed in Human Resources and on the Hospital Intranet and the Facility's website. Interested Registered Nurses may apply for such position by completing a transfer request form provided by the Facility; following the process as indicated on the form.

503 Selection

- 504 Registered Nurses shall be eligible to apply for transfer to open posted positions. Preference among those applying for posted positions shall be given in the order listed below. Among applicants from the same preference level seniority as defined in Article 4 shall govern, provided that a) the applicant must meet all reasonable qualifications of the job established by the Facility, and b) the applicant's skills, abilities, training, experience, competencies and job performance must meet minimum standards as required for the posted opening.

Preference Level:

1. Qualified full time and part time RNs from within the department
2. Qualified per diem RNs from within the department
3. Qualified full time and part time RNs from within the Facility

4. Qualified per diem RNs from within the facility

5. Any other applicant

505 Within their preference level, for job bidding, per diem Registered Nurses shall use date of hire substituted for seniority.

506 If, following a promotion to a higher bargaining unit classification, the Registered Nurse is determined to be unqualified for that classification or requests to withdraw therefrom, such Registered Nurse shall be entitled to return to the former classification, with a rate of pay no less than the rate to which the Registered Nurse would have been entitled if the Registered Nurse had not been promoted.

507 New Position Trial Period

508 Upon being selected for a posted position opening, the Registered Nurse will undergo a new position trial period of ninety (90) calendar days. If the Facility determines during the ninety (90) days that the Registered Nurse is unsuitable for the new position, or the Registered Nurse elects to return to his/her former position during the first thirty (30) calendar day period the Registered Nurse (1) will be returned to the former position if it remains open; (2) may be placed in a comparable position if the former position is not available; or (3) may apply and be considered for other positions for which they qualify. A comparable position is defined as being either in the same unit held prior to bidding or on the same shift in another unit. The decision whether the Registered Nurse successfully adapts to the new position during the adaptation period will not be subject to Article 9, Grievance and Arbitration procedure.

509 Notice of Termination

510 In recognition of the difficulties, which may be imposed on the Facility 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 Facility may provide pay in lieu of notice, as it deems appropriate. If the Facility decides to retain the Registered Nurse through the end of the notice period, the Facility will make every effort to continue the Registered Nurse's regular assignment and schedule.

511 New Bargaining Unit Classifications

512 If during the term of this Agreement a new bargaining unit classification is established, the Facility shall notify the Association of the rate assigned to such classification. If the Association disagrees with such rate and the dispute is not resolved by the Parties, the Association shall have ten (10) calendar days after receipt of the Facility's notice in which to notify the Facility in writing that it intends to take the dispute to arbitration

under the arbitration procedure of this Agreement. The Association shall upon request be entitled to relevant information pertaining to the new classification.

ARTICLE 6 - NONDISCRIMINATION

- 601 The Facility and the Union agree that there shall be no discrimination against any Registered Nurse or applicant because of race, color, religion, national origin, sex, sexual orientation, age, disability, marital status, union status or any other characteristic protected by law.
- 602 There shall be no discrimination by the Facility or the Union against any Registered Nurse because of membership in or activity on behalf of the Union. Union Representatives shall not be transferred or reassigned to another area of work as a result of Union activities.

ARTICLE 7 - HARASSMENT

- 701 The Facility is committed to providing a work environment free from discrimination and unlawful harassment. The Facility will not tolerate actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation or any other legally protected characteristic. Any employee, supervisor, or bargaining unit member engaging in sexual or other unlawful harassment will be subject to appropriate corrective action, up to and including termination of employment.
- 702 The Facility will take all reasonable steps to protect an employee who reports harassment from continuing harassment and from retaliation because of having reported the harassment. The Facility will also take all reasonable steps to protect witnesses who cooperate in any investigation of alleged harassment from retaliation. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action will be taken to stop the harassment immediately and to prevent its reoccurrence.
- 703 The Facility and the Union agree to encourage everyone, regardless of position or profession, to perform in an efficient, courteous and dignified manner when such individuals interact with fellow employees, patients and the public. The parties agree that this Article is not subject to arbitration.

ARTICLE 8 – PATIENT CARE ADVOCACY, SUPERVISION AND PROFESSIONAL RESPONSIBILITY

801 Staffing

802 The Facility shall maintain adequate staffing levels based on patient census and patient acuity and shall comply with all staffing requirements mandated by federal and state laws and regulations, including Title 22 of the California Administrative Code. The Facility and the Association shall work together in good faith to implement required staffing levels for all patient care units covered by Department of Health Care Services (DHCS).

803 Should an employee believe staffing levels are insufficient to permit the delivery of adequate patient care, he/she shall undertake work assignments but may do so under oral or written protest. In an emergency situation where there is a potential danger to patients, the nurse shall immediately notify the nurse supervisor/manager/designee who will physically visit the unit to assess the situation. Corrective action will be implemented if necessary. The Facility shall not require an employee in any case to perform a work assignment outside the lawful scope of his/her license.

804 Nurse-to-patient ratios represent the maximum number of patients assigned to one licensed nurse at any one time. “Assigned” means that the nurse has responsibility for the provision of care to a particular patient within his/her scope of practice. There shall be no averaging on the number of patients and the total number of nurses on the unit during one shift or over a period of time. The Facility shall plan for routine fluctuations in patient census and shall meet the minimum DHCS regulations regarding ratios in every applicable unit at all times.

805 The staffing ratios specified in Paragraph 802 shall constitute the minimum number of nurses who shall be assigned to direct patient care. Non-licensed staff may be assigned in accordance with the Facility’s patient classification system.

806 The Association shall have the option to reopen this Article for additional negotiations relating to staffing issues should staffing requirements mandated by law change during the term of this Agreement.

807 Patient Needs Staffing System

808 The DHCS-mandated staffing ratios shall provide minimum nurse staffing levels, with staffing levels at all times consistent with the requirements of the facility’s PCS and Title 22 of the California Administrative Code.

809 The PCS will be in conjunction to all areas described within Title 22. In the event the scheduled staffing is insufficient to meet the specific staffing levels called for by the

regulations, the Facility will make every effort to procure additional Registered Nurses. Should persistent shortages be identified, the Facility will take the necessary steps to ensure safe patient care.

810 Patient Classification System Annual Review

811 The Facility shall maintain an Annual Patient Classification System Review as required by Title 22, and will include as members the appropriate number (fifty percent (50%) of the total Committee membership) of Registered Nurses who provide direct patient care. The Association shall have the right to select the bargaining unit Registered Nurse PCS Committee members. The review will include the responsibility for reviewing the reliability and validity of the existing PCS, and for recommending modifications or adjustments to assure accuracy in measuring patient care needs.

812 Patient Care Committee

813 Patient Care Committee Purpose

814 The Association and the Facility seek to improve professional performance and to assure the development and maintenance of the highest levels of patient care.

815 The Patient Care Committee (PCC) develops and supports programs which enhance harmony and teamwork in a culturally diverse setting. The PCC encourages professional growth in accordance with promoting continual improvement of patient care in a climate conducive to patient satisfaction. The PCC provides a collaborative setting to address issues, resolve problems and create general ideas for change.

816 Patient Care Committee Composition

817 The Patient Care Committee (PCC) is a representative body comprised of six (6) bargaining unit Registered Nurses selected by the Union and six (6) management employees selected by the Facility who recognize the evolving nature of nursing and who are committed to the practice of professional nursing.

818 Bargaining unit Registered Nurses may attend PCC meetings on an ad hoc basis. A State Staff Representative may also attend PCC meetings.

819 Patient Care Committee Meetings

820 The PCC shall meet monthly. Registered Nurses who are regular PCC members shall be allowed up to a maximum of four (4) hours per meeting of paid time for time spent during the Committee meetings.

- 821 A scheduled PCC meeting shall not be cancelled unless by mutual agreement or due to bona fide extenuating circumstances.
- 822 A joint chairmanship will provide leadership for each PCC. The joint chair positions will be held by one (1) member of management and one (1) bargaining unit Registered Nurse. These leaders will be selected by the members of the PCC. The joint chairs will be responsible for setting the agenda for each meeting, facilitating meetings, parliamentary duties, assigning responsible parties for follow-up assignments and/or other work supporting the goals of the committee, communicating changes regarding meetings, and ensuring minutes are taken and distributed in a timely manner.
- 823 The parties will reduce to writing any agreements reached by the Facility and the Association at a PCC meeting. PCC recommendations and agreements are to be determined by consensus and focus on the needs of patients, nursing staff and managers and shall comply with all State and Federal laws and with the Collective Bargaining Agreement.
- 824 The requesting member of the PCC may request the services of a mediator/facilitator skilled in interest-based problem solving to assist the parties in resolving their issues and to provide training in useful techniques for building consensus.
- 825 In light of the Union's and the Facility's joint commitment to retain experts in the area of patient care quality and staffing - as they relate to the workforce – the Patient Care Committee shall call upon these resources for further advice and recommendations, should the Committee be unable to resolve its differences.
- 826 Patient Care Committee Responsibilities**
- 827 The PCC may review and discuss patient advocacy and professional nursing issues.
- 828 Performance of Supervisory Duties**
- 829 Bargaining unit Registered Nurses shall not be responsible to regularly perform supervisory functions with respect to other employees, including non-bargaining unit employees. Bargaining unit Registered Nurses shall have no authority to hire, transfer, suspend, lay-off, recall, promote, discharge, reward or discipline other employees, nor shall they have the authority to adjust employee grievances. In accordance with Section 2(11) of the National Labor Relations Act, the routine delegation of clinical tasks, monitoring of the performance of clinical tasks by others, acting as a preceptor, and/or the performance of Charge Nurse responsibilities shall not disqualify the Registered Nurse from being included in the bargaining unit as a non-supervisory employee. However, nothing in this Article shall preclude or restrict the Facility from requiring, or a

bargaining unit Registered Nurse from performing, all duties deemed necessary by the Facility to insure delivery of quality patient care.

830 Performance of Bargaining Unit Work by Others

831 The parties agree that non-bargaining unit personnel employed by the Facility, including supervisory personnel, may perform clinical duties also performed by bargaining unit Registered Nurses, provided that the assignment of such work shall not result in the loss of scheduled hours for any bargaining unit Registered Nurse.

832 Protection of Bargaining Unit Hours

833 The assignment of work to Facility personnel outside the bargaining unit shall not be for the purpose of reducing hours for bargaining unit Registered Nurses. Any Registered Nurse who believes that the Facility has violated this Paragraph may refer such claim to the PCC.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

901 Definition

902 A grievance is defined as a dispute as to the interpretation, meaning or application of a specific provision of this Agreement.

903 Procedure

904 Grievances shall be processed in accordance with the procedure set forth below:

905 STEP 1

906 A Registered Nurse should make a reasonable effort to resolve the possible grievance informally in a discussion with his/her immediate supervisor. If a Registered Nurse is unable to resolve the possible grievance, the Association Representative (if requested by the Registered Nurse) and Registered Nurse will have a discussion with the immediate supervisor. This requirement must be satisfied before a written grievance is submitted at *Step 2*.

907 STEP 2

908 If the grievance cannot be resolved informally, it shall be reduced to writing and submitted to the Facility's designated representative within fifteen (15) calendar days after the Registered Nurse had or should have had knowledge of the event which caused the grievance. In any event, irrespective of the Registered Nurse's knowledge,

the grievance must be presented in writing to the Facility's designated representative within thirty (30) calendar days after the event on which it is based. The written grievance must (1) allege the violation of a specific provision or provisions of this Agreement, and (2) set forth all factual grounds upon which the allegation is based. Within ten (10) calendar days after receipt of the written grievance, a meeting shall be held with the Facility's designated representative(s) to discuss the grievance. The grievant, the Association Representative and the Staff Representative may be present at the meeting. Within ten (10) calendar days after the meeting, the Facility's designated representative shall respond to the grievance in writing.

909 STEP 3

910 If the Facility's response in *Step 2* is not satisfactory, the Union may submit the grievance to arbitration by notifying the Facility in writing of its intent to do so. In order to be timely, the Union's notice must be received by the Facility within fourteen (14) calendar days after the Union's receipt of the Facility's *Step 2* response.

911 Arbitration

912 The following procedure shall apply if a grievance is submitted to arbitration:

- 1) An impartial arbitrator shall be selected by mutual agreement from the following panel of arbitrators:

Fred Horowitz
Michael Rappaport
Edna Francis
Douglas Collins

913 If the parties cannot reach agreement, the parties will select an arbitrator by alternately striking names from the list until one arbitrator remains. The selection of the arbitrator must be completed no later than thirty (30) calendar days from receipt by the Facility of the appeal to arbitration.

1. A hearing on the grievance shall be held at a time and place designated by the arbitrator, at which the Facility and the Union shall present their respective positions, evidence and arguments. The sole parties to the arbitration proceeding shall be the Facility and the Union. The arbitrator's decision shall be rendered in writing and shall be final and binding on the parties and on all affected bargaining unit Registered Nurses. It shall be issued not more than thirty (30) calendar days after the close of the hearing or the filing of briefs, whichever is later.
2. The arbitrator's authority is derived from this Agreement and his/her jurisdiction is limited to the interpretation and application thereof. He/She shall not have

authority to (a) amend or modify any provision of this Agreement; or (b) render an award on any grievance arising before the effective date, or after the termination date.

3. The fee and expenses of the arbitrator, the court reporter's appearance fee, and the cost of mutual facilities shall be borne equally by the Facility and the Union.

914 Time Limits

- 915 The time limits and other procedural requirements set forth in this Article must be strictly adhered to unless mutually extended by the express agreement of the Union and the Facility. Such agreement need not be in writing. If the Facility fails to respond to a grievance within the time limits set forth in this Article, the grievance may be appealed immediately to the next step. In the event of a failure by the grievant or the Union to adhere to any of such requirements, the grievance shall be resolved on the basis of the Facility's last response. In the event of a dispute over whether the grievant or the Union has failed to adhere to any of such requirements, the arbitrator shall make that determination.

ARTICLE 10 – CORRECTIVE ACTION PROCESS AND DISCIPLINE

1001 Just Cause

- 1002 The Facility may only discipline or terminate an employee for just cause. Any discipline or discharge may be subject to the grievance procedure in Article 9.

1003 Corrective Action Process

- 1004 The parties agree to utilize the Corrective Action Process.

1005 Philosophy

- 1006 The Corrective Action Process recognizes the value of all Registered Nurses and the significant investment each Registered Nurse represents, and is reflective of our commitment to retain Registered Nurses 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 explore non-punitive alternatives to correct performance and/or behavioral concerns. The Facility has the right to utilize the Corrective Action Process, up to and including discharge for cause, with any Registered Nurse. It is the intent of the Facility to utilize the progressive process appropriate to the offense and the Registered Nurse's record of service.

1007 Purpose

- 1008 The Corrective Action Process is intended to explore positive ways to build Registered Nurse commitment, generate self-discipline and ensure individual responsibility and accountability for performance and behavior.

1009 Process

1010 Level 1 – Verbal Reminder

- 1011 At this level the Manager will meet privately with the Registered Nurse and representative of the Association (if requested by the Registered Nurse) to clarify the performance or behavioral issue. The Manager's primary role at this level in the Corrective Action Process is to gain the Registered Nurse's agreement to solve the problem. The focus of this conversation should be to remind the Registered Nurse that he/she has a personal responsibility to meet reasonable standards of performance and behavior. The Manager and Registered Nurse should use this opportunity to collaboratively problem solve the issue(s), clarify expectations and explore and agree on behavioral changes, including measures of achievement and timelines.
- 1012 The Manager will prepare a written summary of the meeting to include: date, issue(s) discussed and agreements reached. A copy of the written summary will be given to the Registered Nurse and Association Representative. The documentation is for information purposes only. The written summary will be placed in the Registered Nurse's personnel file.

1013 Level 2 – Individual Corrective Action Plan

- 1014 This level should be utilized if the Registered Nurse's performance or behavioral issues continue. Again, at this level the Manager will meet privately with the Registered Nurse and a representative of the Association (if requested by the Registered Nurse) to revisit the issue and clarify the need for the Registered Nurse to meet reasonable standards of performance and behavior.
- 1015 The preferred outcome of this meeting is that the Department Manager and the Registered Nurse, through a collaborative process, will mutually agree upon an Individual Corrective Action Plan. However, if the Registered Nurse refuses to acknowledge the issue or agreement cannot be reached on an Individual Corrective Action Plan, the Department Manager will prepare the Individual Corrective Action Plan which sets forth the agreements made or parameters established for correcting performance or behavioral issues. The Individual Corrective Action Plan will include notification to the Registered Nurse that failure to live up to performance or behavioral expectations will result in further corrective action being taken against the Registered

Nurse, which may lead to termination. The Registered Nurse will be asked to sign an Individual Corrective Action Plan as an acknowledgement of his/her agreement to the plan and as an expression of commitment. The Association Representative, if present, will be asked to sign the memorandum as having been in attendance at the meeting. The Individual Corrective Action Plan is part of the formal corrective action process and may be used for purposes of establishing progressive discipline

1016 Actions taken by the Facility at Level 2 are subject to the grievance process.

1017 Level 3 – Decision Making

1018 This level should be utilized when the Registered Nurse has not complied with the Individual Corrective Action Plan. After having determined that prior actions have failed to produce the desired changes, a meeting will be scheduled with the Manager (or designee), the Registered Nurse and a representative of the Association (if requested by the Registered Nurse) for purposes of discussion of continued performance or behavioral issues. During this meeting, the Registered Nurse has the opportunity to choose to change his/her performance or behavior and remain with the organization, or voluntarily sever the employment relationship. The Facility will document the meeting in a Memorandum for the Record, which will include the date, location, attendees and summary of discussion.

1019 If the Registered Nurse's decision is to change his/her performance or behavior and continue his/her employment, the Facility, Registered Nurse and a representative of the Association (if requested by the Registered Nurse) will meet to develop a Last Chance Agreement. The Last Chance Agreement will include a Corrective Action Plan that is designed to eliminate the gap between actual and desired performance or behavior, and will also include measures of achievement and reasonable timelines. The Registered Nurse will be required to sign the Last Chance Agreement. The Association Representative, if present, will be asked to sign the Last Chance Agreement as having been in attendance at the meeting.

1020 The Manager (or designee) will meet with the Registered Nurse and a representative of the Association (if requested by the Registered Nurse) for purposes of assessing progress or moving the process forward if satisfactory progress has not been made.

1021 If the Registered Nurse does not participate in the development of a Corrective Action Plan, which would be incorporated into the Last Chance Agreement, refuses to sign the Last Chance Agreement or does not voluntarily terminate, the Registered Nurse may be terminated. Actions taken by the Facility at Level 3 are subject to the grievance process.

1022 Level 4 – Termination

1023 If the Registered Nurse violates the Last Chance Agreement, the Registered Nurse may be terminated.

1024 Actions taken by the Facility at Level 4 are subject to the applicable grievance process.

1025 Utilization of Documentation

1026 No disciplinary document (Level 2 or above) shall be utilized for any personnel decision beyond one (1) year of its issuance, however personnel decisions related to harassment, discrimination or acts of violence may be utilized for up to two (2) years except that the Facility may utilize any such disciplinary document to justify any disciplinary action to a court, administrative agency or arbitrator; however, no disciplinary document may be used in arbitration beyond five (5) years of its issuance.

1027 Investigatory Suspension

1028 In situations where Management determines that removal of a Registered Nurse is warranted due to the nature of a reported incident or allegation, such Registered Nurse will be placed on unpaid investigatory suspension. At the conclusion of the investigatory suspension, and in those instances where the Registered Nurse is not terminated, Management will, based on the nature of the incident determine where to place the Registered Nurse in the Corrective Action Process. In the event it is determined that suspension and/or termination is not warranted, the Registered Nurse will be paid for the investigatory suspension.

1029 No employee shall be held in unpaid investigatory suspension for more than (7) calendar days.

1030 Acts of Gross Misconduct

1031 Acts of gross misconduct and/or gross negligence will subject the Registered Nurse to an accelerated level in the Corrective Action Process (e.g., Last Chance Agreement or Termination). Acts of gross misconduct and/or gross negligence include, but are not limited to: theft, drug diversion, sexual or protected class harassment, or violence.

1032 Transition to Corrective Action Process and Discipline

1033 As noted herein this process is a transition from one process (Discipline) to another (Corrective Action and Discipline) Employees currently in a progressive discipline process under the former CBA or with counselings in their file shall move into the Corrective Action Process in accordance with this Article.

1034 Record of Conference Form

1035 The categories of the Record of Conference Form utilized by Facility management shall be equivalent to the Corrective Action Process as follows:

- | | | |
|---------------------------|--------------------|--|
| 1. <u>Verbal Warning</u> | <u>CAP Level 1</u> | <u>Verbal Reminder</u> |
| 2. <u>Written Warning</u> | <u>CAP Level 2</u> | <u>Individual Corrective Action Plan</u> |
| 3. <u>Suspension</u> | <u>CAP Level 3</u> | <u>Decision Making</u> |
| 4. <u>Termination</u> | <u>CAP Level 4</u> | <u>Termination</u> |

1036 Corrective Action Documentation

1037 At any level of the Corrective Action Process the Registered Nurse shall be given a copy of the Corrective Action document and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the document shall not constitute an admission of the employee's agreement with the substance of the action. Signing the Corrective Action Plan does not constitute agreement with the substance of the action but does constitute the employee's agreement to follow the Corrective Action Plan.

1038 Right to Discipline

1039 Nothing herein shall be deemed to restrict the Facility's right to discipline, suspend or terminate a Registered Nurse for cause. Moreover, nothing herein shall be deemed or construed to waive the Facility's right to promulgate and maintain rules of conduct, including but not limited to absenteeism policies

1040 Written Disciplinary Action

1041 A written warning is a document designated as such by the Facility. An employee who receives a written warning shall be given a copy of the warning and shall sign a receipt to acknowledge having received the document. Acknowledging receipt of the warning shall not constitute an admission of the employee's agreement with the substance of the warning. A Union grievance contesting a written warning shall be subject to the requirements of the grievance procedure in Article 9.

1042 Disciplinary Notices, Rebuttal, and Inspection of Personnel Files

1043 There shall be one official personnel file for all bargaining unit employees and they shall have the right to inspect and to be provided, on request, with one copy of any document in the employee's file.

1044 Employees will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other

than grievances, shall be attached to the disciplinary notice and placed in the personnel file.

- 1045 In any case where the Facility and the Union agree to revise personnel record material, the Facility shall, upon request, provide evidence of the revision.

1046 Additional Representation Rights

- 1047 The following holding of the U.S. Supreme Court in NLRB v. Weingarten, Inc., shall apply to investigatory interviews conducted by the Facility that an employee, upon his/her request, is entitled to have a Union representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action. The right to the presence of a Union representative (Staff Representative or Association Representative) is conditioned upon a requirement that the Union representative be available for participation in such investigatory interview within twenty-four hours, excluding Saturday, Sunday, and Holidays, of the employee's request for his/her presence.

1048 Probationary Registered Nurses

- 1049 A Registered Nurse will be on probation for the first ninety (90) calendar days and may be discharged or disciplined in the Facility's discretion without establishing just cause, and such probationary period may be extended for an additional ninety (90) calendar days upon written notice to the Registered Nurse and the Union.

ARTICLE 11 – HOURS OF WORK, OVERTIME AND SCHEDULING

1101 State and Federal Wage and Hour Laws

- 1102 The Facility will comply with all applicable local, State, and Federal wage and hour requirements.

1103 Mandatory Overtime

- 1104 The Facility and the Union recognize that mandatory overtime is not desirable and represents a burden on the employee. Acceptance of overtime and shifts beyond the employee's schedule shall be voluntary and in accordance with state law or regulations, except where patient care would be endangered by an internal or external emergency declared by state, local or federal government or declared by the administrator on duty. An external or internal emergency, for the purposes of this section, is defined as an unexpected situation of sudden occurrence of a serious and urgent nature that demands immediate attention.

1105 Overtime Pay

- 1106 All hours worked in excess of eight (8) per workday or forty (40) per workweek will be paid for at the rate of one and one-half (1½) times the Registered Nurse's base rate of pay and all hours worked in excess of twelve (12) at the rate of two (2) times the Registered Nurse's base rate of pay. However, in those units where twelve (12) hour shifts are normally scheduled, Registered Nurses will be paid the appropriate premium rate only if they work more than forty (40) hours in a workweek or more than twelve (12) hours in a workday.
- 1107 It is understood that under the wage and hour laws, 1) the workday for daily overtime pay purposes is a twenty-four (24) hour period beginning at the same time each day for a given Registered Nurse; and 2) once the beginning of the workday is established for a given Registered Nurse, it may be changed as long as such change is not designed to evade overtime requirements.
- 1108 There shall be no pyramiding or duplication of overtime or premium payments for the same hours worked.
- 1109 Nothing in this Article shall be construed to constitute a guarantee of hours of work per day or per week, or of days of work per week.
- 1110 Except for rest periods, only hours actually worked shall be considered hours worked for purposes of computing overtime.

1111 Cancellation

- 1112 In the event of low patient census, subject to qualifications and competencies, travelers will be sent to float in other units with a need for additional staff before any bargaining unit Registered Nurses are cancelled. Where the cancellation of scheduled hours is deemed necessary by the Facility, subject to qualifications and competencies, the Facility will use reasonable efforts to follow the following cancellation order.

Category 1: Outside Registry and travelers on overtime, call back or additional hours.

Category 2: In-House Registry Registered Nurses/Registered Nurses on overtime or call back in rotation by department.

Category 3: Registered Nurses who volunteer will be called off in rotation by department and given cancellation credit.

Category 4: Per Diem in rotation by department.

Category 5: Full-time and part-time Registered Nurses in rotation by department.

Cancellations in Category 5 shall be done equitably in rotation by department and include Charge Nurses, only in the event there is a Registered Nurse, Charge Nurse competent, as approved by the Department Manager.

The parties mutually agree that travelers on straight time will be cancelled prior to per diem, part-time, full-time Registered Nurses (after category 3) to the extent permitted by their individual contracts.

1113 Registered Nurses will assist the Facility in tracking whose turn it is to be cancelled.

1114 Cancellation Tracking

1115 A standardized log and tracking process shall be utilized in each unit. Cancelled and flexed hours shall be tracked on one log kept in each unit. Cancelled and flexed hours shall be tracked by the designated Charge Nurse. Individual Registered Nurses shall be responsible for ensuring cancelled and flexed hours are recorded. In the event cancellation or flexing of hours is necessary, the individual called-off shall be determined by the log in their home unit. Cancelled and flexed hours in twelve (12) hour units shall be tracked in six (6) hour increments. Cancelled and flexed hours in eight (8) hour units shall be tracked in four (4) hour increments. The designated Charge Nurse shall determine whose turn it is to be cancelled and notify the staffing office/house supervisor by 4am and 4pm each day.

1116 A Registered Nurse whose shift is canceled shall be relieved of all duty during the hours cancelled. Placement on standby status shall be on a voluntary basis and if accepted but not called back, the Registered Nurse shall receive credit for the cancelled shift or portion thereof in increments appropriate to her/his unit. This shall be counted into the flexed and cancelled hours and logged as above.

1117 The Facility will endeavor to give a minimum of two (2) hours advance notice of cancellation. Where such timely notice has not been provided and the Registered Nurse reports to work, such Registered Nurse will be provided four (4) hours of work or pay in lieu thereof or any combination of work or pay in lieu thereof totaling four (4) hours at the Facility's discretion.

1118 Rest and Meal Periods

1. The Facility will comply with the applicable Industrial Welfare Commission Wage Order regarding meal periods, meal period "waivers," missed meal period penalties, and "on-duty" meal period agreements.
2. Unpaid, un-worked meal periods will not be counted as hours worked in calculating overtime to be paid under any provision of this Agreement.

3. The Employer will comply with the applicable Industrial Welfare Commission Wage Order regarding Rest Periods.
4. A Registered Nurse must make every effort to notify his or her supervisor in advance of his or her inability to leave the workstation for a meal period.

1119 Work Schedules

1. The Facility will post work schedules at least thirteen (13) days in advance of their commencement dates and such schedules will cover a minimum period of four (4) weeks. Wherever practicable, the Facility shall continue its existing practice(s) of permitting Registered Nurses to self-schedule on a department/unit-by-unit basis. The respective department director or his/her designee will consider employee self scheduling requests, provided such requests are submitted in a timely way (no later than twenty-one (21) days in advance of their commencement) and that they are consistent with departmental/unit needs and the operating requirements of the Facility.
2. The Facility may implement work schedules consisting of four (4), six (6), eight (8), ten (10) or twelve (12) hours of work per day. Work schedules other than the foregoing may be implemented by the Facility with thirty (30) days written notification to the Association.
3. If after posting of the work schedule, the Hospital determines that changes are needed to the posted schedule, the Hospital may change the posted schedule provided that the Hospital confers with the affected Registered Nurses and attempts to accommodate such affected Registered Nurses requests.

1120 Reporting Pay

- 1121 A Registered Nurse who is instructed or scheduled to report for work, and who reports for work without prior notice that no work is available, shall perform any nursing work to which the Registered Nurse may be assigned and shall be guaranteed four (4) hours work or pay in lieu thereof at the Registered Nurse's base rate.
- 1122 Such minimum guarantee shall not apply if acts of nature, failure of utilities, or substantial unscheduled patient discharges interfere with the Facility's ability to provide work.
- 1123 Such minimum guarantee shall not apply if the Facility makes a reasonable effort to notify the Registered Nurse at least two (2) hours prior to the scheduled starting time that the Registered Nurse should not report for work. It shall be the Registered Nurse's responsibility to keep a current telephone number on file with the Facility. Failure by

the Registered Nurse to do so shall exempt the Facility from such notification requirement and from the above minimum guarantee. Registered Nurses also acknowledge that they have a corresponding responsibility to notify their supervisor at least two hours prior to the beginning of their shift when they are unable to report for work and that failure to do so is grounds for disciplinary action.

1124 Relief in a Higher Classification

1125 A Registered Nurse who relieves in a higher bargaining unit classification will be compensated at the rate of the higher classification for those hours or portion thereof worked in that higher classification range.

1126 When a Registered Nurse relieves in one of the specialty units designated in Appendix A, the Registered Nurse shall receive the rate of the Specialty Nurse classification only if the Specialty Nurse criteria listed in that Appendix are satisfied. When assigning Registered Nurses to relieve in specialty units, the Facility shall use its best efforts to select Registered Nurses who meet the Specialty Nurse criteria.

1127 Split and Rotating Shifts

1128 Registered Nurses shall not be assigned to split shifts. It is recognized that rotation of shifts (i.e., temporary changes from one shift to another) may be necessary under some circumstances. However, the Facility shall use its best efforts to avoid such rotation, except when the rotation is at the request of a Registered Nurse.

1129 Weekends

Subject to efficiency of operations, the Facility shall make reasonable efforts to schedule Registered Nurses so that they will have every other weekend off. However, it is recognized that the Facility is not obligated to guarantee such weekends off. For purposes of this section, a weekend is defined as Saturday and Sunday.

1130 In order to make it feasible for the Facility to schedule Registered Nurses so that they will have every other weekend off, if for any reason a Registered Nurse does not work as scheduled on a weekend day (except in the case of a bona fide illness or other emergency, for which the Facility may require verification), the Registered Nurse may be scheduled for an extra weekend day during the next two (2) schedule periods.

1131 Mandatory Meetings

1132 Hours spent in meetings where attendance is mandatory shall be treated as working time and shall be compensated accordingly. If attendance at a meeting is mandatory, written notice shall be given thereof.

1133 Vacation Scheduling

- 1134 On or before February 15 of each year, each eligible Registered Nurse shall submit to the immediate supervisor, a request stating the Registered Nurse's preference for a block of time off (herein referred to as "Vacation") for the twelve (12) month period commencing April 1.
- 1135 Registered Nurses may submit up to two (2) requests for vacation to the Department Director prior to February 15. Prior to February 15 Registered Nurses shall be granted each vacation request based on seniority for up to a maximum of three (3) weeks. Each vacation request shall be stamped with the date received and a copy returned to the Registered Nurse.
- 1136 Vacation schedules shall be posted on or before March 15 of the year and must be approved by the Department Director on an Absence Approval form. Those vacation requests submitted on or before February 15 as per paragraph 1133 shall be returned by March 15.
- 1137 The Facility reserves the final right to determine or change vacation schedules and to determine the number of Registered Nurses on vacation at any time. However, vacation requests shall not be arbitrarily denied or vacation schedules arbitrarily changed. Vacation requests in any department will be considered at any time of the year.
- 1138 In scheduling vacations, Registered Nurses shall, to the extent practicable, be granted by seniority, by department. However, seniority shall not be considered if a Registered Nurse fails to submit a vacation request on or before February 15. Requests submitted after February 15 shall be returned within thirty (30) calendar days after the date they are submitted and vacations will be granted, subject to facility discretion on a first come, first serve basis.
- 1139 The Facility reserves the final right to rule on requests for changes in the vacation schedule. If two (2) Registered Nurses submit conflicting requests for changes in the schedule, and if any change is granted by the Facility, the Registered Nurse submitting the earlier request shall, to the extent practicable, be given preference. Any request for a change in the vacation schedule must be submitted at least thirty (30) days prior to the first day of the desired vacation.
- 1140 Failure without sufficient justification to return from a scheduled vacation on the scheduled date shall constitute cause for discharge.
- 1141 Registered Nurses transferring from one department into another will be required to select vacation from open dates not previously filled by scheduled vacation or approved leaves.

ARTICLE 12 – FLOATING

- 1201 Registered Nurses may be floated to a different department or unit provided the Registered Nurse has received orientation in that department or unit and has demonstrated competence in providing care to patients in that department or unit. Registered Nurses floated to another department or unit to assist other qualified Registered Nurses will be expected to perform those skills they are qualified to perform. Float assignments shall be equitably shared among Registered Nurses within the same department or unit.
- 1202 Within the constraints of Paragraph 1201, floating shall be accomplished in the following order:
- Category 1:** Volunteers - Registered Nurses who volunteer shall be floated in rotation and given float credit
- Category 2:** Outside registry/travelers
- Category 3:** In-House Registry in rotation by department
- Category 4:** Per diem in rotation by department
- Category 5:** Part-time and full-time Registered Nurses in rotation by department
- 1203 A float rotation log will be kept on each nursing unit. A Registered Nurse will be floated a maximum of one (1) time per shift unless the Registered Nurse agrees to be floated more. In any unit in which there are two (2) charge nurses on duty, one will be in charge and the other will be in the float rotation.
- 1204 New graduate Registered Nurses (may include re-entry Registered Nurses out of the workforce for more than two (2) years and foreign graduate Registered Nurses who have not worked in the US) shall not float until the completion of ninety days except if their preceptor is floated.
- 1205 Newly hired experienced Registered Nurses shall not float until they complete orientation.
- 1206 Notwithstanding any other provision of this Agreement, the Facility shall not be required to float any Registered Nurse whose specific competencies or skills are required to be retained within the department.

ARTICLE 13 – COMPENSATION

1301 In the first full payroll period following October 1, 2010, each Registered Nurse will receive an Across-the-Board increase of 3.00% to his/her then current base hourly rate of pay. In the first full payroll period following the first contract anniversary date, each Registered Nurse will receive an Across the Board increase of 3.00% to his/her then current base hourly rate of pay. In the first full payroll period following the second contract anniversary date, each Registered Nurse will receive an Across the Board increase of 3.00% to his/her then current base hourly rate of pay.

1302 Promotion to Specialty Registered Nurse

1303 If a full time or part time Registered Nurse is promoted to a specialty Registered Nurse during the term of this Agreement, the Registered Nurse will receive a five percent (5%) increase to their base rate of pay.

1304 Work in Supervisory Classifications

1305 A Registered Nurse who is formally designated by the Director of Nursing to work temporarily in a non-bargaining unit supervisory position for a specified period of one (1) week or more shall receive a ten percent (10%) pay differential while working in that capacity.

1306 Charge Nurse

1307 A Registered Nurse who is promoted to Charge Nurse shall receive a five percent (5%) increase to their base rate of pay.

1308 Relief Charge Nurse

1309 Registered Nurses shall receive a five percent (5%) differential for all hours worked as a designated Relief Charge Nurse.

1310 Preceptor Differential

1311 Registered Nurses shall receive two dollars (\$2.00) per hour differential for time spent in precepting a new hire Registered Nurse in Facility designated preceptor programs. This differential will continue for the time period determined by the unit specific Nursing Director.

1312 Paycheck Clerical Errors

1313 Paycheck clerical errors may be presented for correction for up to one (1) year from the date of such error, but shall not be subject to the grievance procedure.

1314 Shift Premiums

1315 A shift premium of \$2.50/hour shall be paid for hours worked on the evening shift (between 3:00 p.m. and 11:00 p.m., inclusive) and \$4.00/hour for hours worked on the night shift (between 11:00 p.m. and 7:30 a.m., inclusive) but only if the Registered Nurse is authorized to work those hours by the Chief Nursing Officer, Administrative Supervisor or Staffing Coordinator. The shift premium shall be included as part of base pay for purposes of calculating overtime. Bargaining unit Registered Nurses shall not be paid a shift premium less than the premiums defined in this paragraph.

1316 For Registered Nurses assigned to a twelve (12) hour shift, the evening or night, as applicable, shift differential shall be paid for all hours worked between 3:00 p.m. and 7:00 a.m.

1317 Standby Pay

1318 A Registered Nurse who serves on standby shall receive six dollars and seventy-five cents (\$6.75) for each hour spent on standby status. Standby status shall be suspended when the Registered Nurse is called in to work during the standby period, and such work time shall be paid as provided in Paragraph 1320 below. When a Registered Nurse on standby status is called upon to work during the standby period, the Registered Nurse shall be paid for time worked after actually arriving at the workplace at time and one-half his/her base rate. Such a Registered Nurse shall be guaranteed a minimum of two (2) hours of work or pay in lieu thereof when called back. Notwithstanding the preceding, for Registered Nurses assigned to the p.m. shift in the operating room, the premium rate and two (2) hour minimum call shall apply only to hours called back outside their regular p.m. schedule (3:00 p.m. to 11:30 p.m.) or when called back a second time during the regular p.m. schedule. Registered Nurses on standby shall receive two-times (2X) the straight time rate of pay for all hours worked on holidays.

1319 To the extent permitted by law, the provisions of this Article shall be inapplicable in the event of a major catastrophe.

1320 Service Bonus

1321 Any full-time Registered Nurse who completes 5, 10, 15, 20, 25, 30, 35, or 40 years of service shall be paid a lump sum bonus as listed below.

5 years of service	\$ 500
10 years of service	\$ 750
15 years of service	\$1,000
20 years of service	\$1,500
25 years of service	\$1,600
30 years of service	\$1,600

35 years of service	\$1,800
40 years of service	\$1,800

Any part time Registered Nurse who completes 5, 10, 15, 20, 25, 30, 35, or 40 years of service shall be paid a lump sum bonus of one-half (1/2) the amounts stated above.

1322 Mileage Allowance

1323 Registered Nurses will be eligible for mileage reimbursement on the same basis as other Facility employees.

ARTICLE 14 - MINIMUM RATES

1401 All wage ranges, benefits and other economic provisions of this Agreement establish minimums, and nothing herein shall be deemed or construed to limit the Facility's right to increase wage rates, benefits, premiums and differentials, and to pay other extra compensation at the Facility's discretion in excess of those provided by this Agreement. Accordingly, it is also understood that any such increases shall be over and above the economic package negotiated under Article 13. Before taking any action, the Facility shall notify the Union and meet and confer over the proposed change.

ARTICLE 15 – BENEFIT PLANS

1501 Full-time and part-time Registered Nurses shall be eligible to participate in Prime's standard benefit plans on the same terms, conditions and basis as other Facility employees, except as provided in this Agreement. Prime shall offer the following core benefit plans during the term of this Agreement: an 'Employee only' no premium cost sharing medical insurance plan (EPO) including prescription drug coverage; a premium cost sharing medical insurance plan (PPO) including prescription drug coverage; dental plan; vision plan; short-term and long-term disability plans; life and accidental death and dismemberment insurance; flexible spending accounts; paid time off program (PTO); EAP Plan; and 401(k) Plan.

1502 Maintenance of Benefits

1503 Except as expressly provided herein, during the term of this Agreement Prime Healthcare shall not reduce any of the benefits granted employees in this Agreement. Prime Healthcare shall not reduce the Registered Nurse medical insurance and prescription drug benefits and shall not increase Registered Nurse deductibles and/or co-payments, nor add any surcharges. Prime Healthcare, however, may change medical insurance vendors, provided Prime Healthcare notifies the Union of the change in writing a minimum of ninety (90) days before the change is to occur and Prime

Healthcare bargains with the Union over the effects.

1504 Paid Time Off (PTO)

1505 PTO will be utilized for approved time off from scheduled work including, vacations, holidays, sick leave and leaves of absence, except as otherwise provided in Paragraphs 1535 and 1536 of this Article or the Leaves of Absence Article.

1506 Eligibility for PTO

1507 All regular full-time and part-time Registered Nurses who have been with the Facility for at least thirty (30) days are eligible for PTO in accordance with the provisions of this Article. Per Diem and temporary Registered Nurses are not eligible for PTO accrual or use.

1508 PTO Accrual

1509 All regular full-time and part-time Registered Nurses who are PTO eligible will accrue PTO hours each pay period, based on length of service and scheduled hours, as follows:

<u>Years of Service</u>	<u>Bi-weekly Accrual</u>	<u>Annual Accrual</u>
<u>31 days to 4 years</u>	<u>7.2 hours</u>	<u>187.20 hours</u>
<u>4 to 8 years</u>	<u>8.8 hours</u>	<u>228.80 hours</u>
<u>8 plus years</u>	<u>10.4 hours</u>	<u>270.40 hours</u>

1510 The bi-weekly and annual accrual schedule above applies to any Registered Nurse in a position with eighty (80) or more regularly scheduled hours per pay period. Any Registered Nurse in a position with less than eighty (80) regularly scheduled hours per pay period will receive a biweekly accrual that is pro-rated based on eighty (80) hours.

1511 PTO accruals shall not exceed the following maximums:

<u>Years of Service</u>	<u>Maximum PTO Accrual</u>
<u>31 days to 4 years</u>	<u>374.40 hours</u>
<u>4 to 8 years</u>	<u>457.60 hours</u>
<u>8 plus years</u>	<u>540.80 hours</u>

1512 At the time the maximum accrual is reached, accruals will cease until the hours balance is reduced below the cap. PTO hours do not accrue in any pay period in which the PTO hours balance, as of the beginning of the pay period, is at the maximum accrual. PTO accrual will begin in the pay period immediately following the pay period in which the PTO hours balance falls below the maximum accrual.

1513 Scheduling and Use of PTO

1514 Requests for PTO for scheduled time off must be documented on an approved form and authorized by a supervisor.

1515 Registered Nurses may use PTO hours not to exceed regularly scheduled hours for absences from scheduled work if they have a balance in their PTO account as of the beginning of the pay period in which the absence occurs. This includes absences that are occasioned by the Facility due to flexing. The use of PTO for absences is required.

1516 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.

1517 Unscheduled PTO

1518 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.

1519 Sale of PTO

1520 A Registered Nurse may elect to sell back PTO hours at 100% of their value equal to the PTO hours requested times his/her current base hourly rate less withholding of applicable payroll taxes, as appropriate. A request to sell back PTO hours does not require supervisory approval.

1521 Workers' Compensation and Other Disability Payments

1522 PTO may be used to supplement State Disability, Workers' Compensation and Supplemental Social Security Disability Income. When combined with a State Disability, Workers' Compensation payment or Supplemental Social Security Disability Income payment the total value of the hours taken may not exceed a Registered Nurse's regularly scheduled income.

1523 Termination of Employment

1524 Upon termination, all accrued PTO hours shall be paid to the Registered Nurse at full value based on his/her current base hourly rate less withholding of applicable payroll taxes.

1525 California Kin Care

1526 Full-time and part-time Registered Nurses, in accordance with California Kin Care law, on an annual basis, are eligible to use the amount of Paid Time Off (PTO) hours they

would accrue in six months to pay for absences from work associated with the care of a child, parent or spouse, registered domestic partner and child of a registered domestic partner.

1527 401(k) Retirement Savings Plan

1528 Prime Healthcare shall provide all Registered Nurses access to a 401K retirement savings plan. Registered Nurses are eligible to enroll in the Plan after 30 calendar days of employment.

1529 Prime Healthcare shall make the following contributions on behalf of all eligible Registered Nurses as follows:

<u>1 year to 10 years</u>	<u>\$.25 per \$1.00 up to 4%</u>
<u>10 years to 20 years</u>	<u>\$.50 per \$1.00 up to 4%</u>
<u>20+ years</u>	<u>\$1.00 per \$1.00 up to 4%</u>

ARTICLE 16 – HOLIDAYS

1601 All hours worked on Christmas Day, New Year's Day, Thanksgiving, Memorial Day, July 4th, and Labor Day, by full-time, part-time, Per Diems and In-House Registry Registered Nurses, shall be paid at one and one-half (1½) times the base rate of pay, including shift differential. All hours worked on any other holiday shall be at straight-time, including the shift differential, unless a premium rate is applicable under the provisions of Article 13 of this Agreement.

1602 The Facility shall make reasonable efforts, consistent with the operational requirements of the Hospital, to rotate holiday coverage equitably among eligible Registered Nurses. The Facility will make all efforts consistent with unit needs to fulfill the Registered Nurse's request for a holiday, including those holidays which fall on weekend days.

1603 The Facility shall make reasonable efforts, consistent with the operational requirements of the Hospital, to schedule each eligible Registered Nurse to be off for two (2) of the following three (3) holidays during each year of this Agreement: Thanksgiving Day, Christmas Day, or New Year's Day; provided that the Facility may substitute Christmas Eve for Christmas Day, and New Year's Eve for New Year's Day for night shift Registered Nurses only. The Facility shall also make reasonable efforts, consistent with the operational requirements of the Hospital, to schedule each eligible Registered Nurse off two (2) of the following three (3) holidays during each year of this Agreement: Memorial Day, July 4th and Labor Day.

1604 Shift trades are acceptable while maintaining the appropriate skill level and fiscal responsibility.

- 1605 Sick calls on holidays will be made up on the next major holiday (except in the case of a bona fide illness or other emergency as determined by the Employer). A physician's note may be required at the discretion of the Director.
- 1606 Departments not open 24/7 will observe holidays as follows: Holidays occurring on Saturday will be observed on the preceding Friday, while those occurring on Sunday will be observed on the following Monday. Whenever possible, time off with pay is to be granted on the day of observance of the holiday; if this is impossible, a substitute day will be granted. When the day of observance falls on an employee's regularly scheduled work day off, he/she will be granted another day off with pay, scheduled at the convenience of the employer.

ARTICLE 17 - HEALTH AND SAFETY

- 1701 The Facility agrees to provide a safe and healthy work environment for all Registered Nurses and further agrees to comply with all applicable local, state and federal health and safety laws and regulations.
- 1702 **Safety Committee**
- 1703 The Association will nominate three (3) full-time Registered Nurses for membership on the Safety Committee from which the Facility will appoint one (1) Registered Nurse to the Committee. Time spent in Safety Committee meetings shall be compensated at the Registered Nurse's regular rate of pay.
- 1704 **Fire & Safety**
- 1705 Upon verification of completion of testing, time spent for fire and safety training, when required by the Facility, shall be compensated at the Registered Nurse's regular rate of pay.
- 1706 **Uniforms**
- 1707 Scrub uniforms or other protective clothing will be provided to all Registered Nurses assigned to patient care duties in the OR, L&D, PACU, GI Lab and ER.
- 1708 **Security**
- 1709 The Facility will designate and maintain reasonably secure parking facilities for all Registered Nurses. Security will be provided for Registered Nurses who work at night and on weekends upon request.

1710 Counseling

- 1711 The Facility will make Critical Incident Stress Debriefing (CISD) available for all Registered Nurses on an as needed basis. CISD is to be used for incidents such as serious physical or emotional work injury, work related death of co-workers, or the suicide of a co-worker.

1712 Hazardous Conditions

- 1713 In extraordinary circumstances, a Registered Nurse acting in good faith may refuse to work under hazardous conditions that would place her/him in imminent danger of death or incurring serious bodily harm. The Facility shall not discipline or discriminate against a Registered Nurse for a good faith refusal to perform assigned tasks if the Registered Nurse has previously made a formal request that the Facility correct the hazardous conditions, but the conditions are not corrected, and the danger is one that a reasonable person, under the same or similar circumstances, would conclude places her/him in imminent danger of death or incurring serious bodily harm. A Registered Nurse who has refused in good faith to perform assigned tasks shall retain the right to continued employment. This paragraph shall not be interpreted to apply to ordinary working conditions within the Facility.

- 1714 Pursuant to State law, each Registered Nurse must undergo a pre-placement examination. Such examination consists of a medical examination, laboratory tests, x-rays and drug screen. The cost of this examination shall be paid by the Facility, and the Facility designated doctor shall perform the examination. Employment is contingent upon passing all phases of the pre-placement physical. Thereafter, each Registered Nurse on an annual basis shall take a TST (Tuberculosis Screening Test) and/or annual health questionnaire, as required by hospital policy.

- 1715 Intentional falsification of information pertaining to a Registered Nurse's physical condition or prior medical history shall be cause for discharge.

1716 Communicable Diseases

- 1717 The Facility shall provide information and training to Registered Nurses on communicable diseases to which he/she may have routine workplace exposure. Information and training shall include the symptoms of diseases, modes of transmission, methods of self-protection, workplace infection control procedures, special precautions and recommendations for immunizations where applicable. The Facility shall make the Hepatitis B and/or other appropriate vaccinations available to Registered Nurses who are at risk of exposure to infectious agents.

- 1718 The Facility will work to eliminate or minimize Registered Nurse exposure to communicable diseases.
- 1719 Needleless systems will, whenever possible, be used for:
- 1) withdrawal of body fluids
 - 2) administration of medication or fluids; and
 - 3) any other procedure involving the potential for an exposure incident for which a needleless system is available as an alternative to the use of needle devices.
- 1720 If needleless systems are not used, needles with engineered sharps injury protection will, whenever possible, be used for:
- 1) withdrawal of body fluids
 - 2) accessing a vein or artery
 - 3) administration of medication or fluids; and,
 - 4) any other procedure involving the potential for an exposure incident for which a needle with engineered sharps injury protection is available.
- 1721 If sharps other than needle devices are used, or if objects that become sharps are used, these devices and objects will, whenever possible, include engineered sharps injury protection.
- 1722 Workplace Violence**
- 1723 The Facility will maintain a comprehensive workplace violence prevention program.

ARTICLE 18 – EDUCATION BENEFITS

1801 In-Service Education

- 1802 The Facility shall maintain in effect a program of In-service Education applicable to bargaining unit Registered Nurses, which shall include assignment related training, and training in new patient care techniques. The Facility shall determine whether, in any given instance, assignment related training or training in a new patient care technique is necessary.
- 1803 If the Facility in its discretion requires a Registered Nurse to attend a staff meeting or an educational program inside or outside of the Hospital, the time spent at such meeting shall be considered compensable working time and the Registered Nurse shall be reimbursed for any reasonable fees or travel expense incurred in connection therewith.

1804 If a Registered Nurse wishes to attend an educational program on the Registered Nurse's own time and wishes to request approval of reimbursement of fees paid for such program, the Registered Nurse shall submit such request at least thirty (30) days in advance of the program. It is understood that the Facility reserves sole discretion in approving or rejecting any such request. If a Registered Nurse attends an educational program on a day she/he would otherwise have worked a scheduled shift, the Registered Nurse may be paid for that regular scheduled shift by taking a day from his/her PTO account.

1805 Education Leave with Pay

1806 Leaves of Absence with pay may be granted by the Facility for the purpose of pursuing individual educational goals. Registered Nurses will be granted up to twenty-four (24) hours educational leave with pay and twelve (12) hours for Part-time, for time spent in educational programs recognized for continuing education credit by the Board of Registered Nurses or for job required education, e.g. CPR, ACLS, PALS, etc.

1807 Registered Nurses will not be denied educational leave solely on course content, provided that Board of Registered Nursing continuing education units are being offered for the requested class. The granting of all such requests will be predicated on staffing.

1808 Tuition Reimbursement

- 1) **Purpose:** To support the pursuit of advanced degrees which will enhance job performance and the institution.
- 2) **Policy:** Tuition reimbursement is available and is considered individually, based on job performance.

1809 Tuition reimbursement shall apply only to courses that are job related and part of a degree program. The courses or programs must be offered by accredited institutions of learning.

1810 Tuition reimbursement will be provided only to full-time and part-time employees who have completed at least six (6) months of continuous service as a full-time or part-time employee, with satisfactory job performance prior to approval for tuition reimbursement.

1811 The individual seeking tuition reimbursement must request for tuition reimbursement for each semester by utilizing the tuition reimbursement form (5.34-1) which requires the advanced approval of the employee's Supervisor/Department Manager and Administrative approval.

1812 Reimbursement will not exceed two thousand dollars (\$2,000.00) per year for full-time employees and seven hundred fifty dollars (\$750.00) for part-time employees.

1813 Approved requests will be forwarded to the Human Resources Department.

1814 After successful completion of the course with a grade of “C” or better or passing a “pass-fail” course, the employee shall submit to the Human Resources Department a certified transcript of grades received and original receipts for the approved expenses incurred.

1815 Seminars

1816 When attendance at a seminar is requested by the employee, or is considered optional by the Hospital:

- 1) Full-time employees will be eligible to use up to \$200 per fiscal year for the registration fee for continuing education seminars.
- 2) Part-time employees will be eligible to use up to \$100 per fiscal year for the registration fee for continuing education seminars.
- 3) All benefits described herein are subject to Hospital wide budgetary restrictions.

1817 National Certification Incentive

1818 Registered Nurses shall receive a one-time three-hundred dollar (\$300.00) certification bonus for one of the following national certifications provided it is relevant to their current Facility position: CNOR, CCRN, CEN, OCN, RNC, and CMSRN. National certification bonuses will be added to the employee’s payroll check at the time the Registered Nurse receives or renews the certification. Registered Nurse requests for incentives for obtaining National Certifications or renewals not listed in this paragraph which are related to the Registered Nurse’s current position may be approved by the Director of Human Resources.

1819 In addition, Registered Nurses desiring certifications can have the fee related to taking such certification test reimbursed if he/she successfully passes the exam.

ARTICLE 19 - LEAVES OF ABSENCE

1901 Union Leave

1902 Registered Nurses who have been in the employ of the Facility for at least one (1) year may request a Union leave of absence (without pay) in writing at least (30) days prior to

the leave commencing. 'Union leave' is defined as unpaid leave for the purpose of working for UNAC/UHCP or its affiliates and must be approved by UNAC/UHCP and the Facility. Such leave of absence without pay will not exceed six (6) months. No more than one employee may take such a leave at any one time, however, such leave will not be unreasonably denied. Should the Facility grant such leave, permission shall be in writing setting forth the date of such leave.

1903 Benefits on Union Leave

1904 Health care benefits may be continued under the provision of COBRA. Use of PTO is not allowed. A Union leave of absence will not affect previously accumulated benefits. However, employees taking this type of leave will not accrue benefits while on unpaid leave.

1905 Return to Work from Union Leave

1906 When an employee returns to duty in compliance with the authorized leave of absence, such employee 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 Facility have so changed that it would not be feasible to reinstate him/her in such manner, then the Facility will reinstate the employee to as nearly comparable a position and shift as is reasonable under the circumstances.

1907 If an employee wishes to return from leave early he/she must give the Facility at least four (4) weeks notice prior to reinstatement.

1908 Regular full-time and part-time Registered Nurses who have completed 90 calendar days of employment shall be eligible for unpaid personal, medical, judicial, and military leaves of absence, and for paid bereavement leaves, as described under the provisions of this article. Eligibility for unpaid leaves of absence due to jury duty, disability caused by pregnancy or work related illnesses or injuries will begin with the Registered Nurses date of hire.

1909 Other Leaves

1910 Per Diem Registered Nurses are eligible to apply for an unpaid leave of absence. Such unpaid leave of absences will be granted in accordance with applicable law, and /or on a case by case basis at the sole discretion of the Facility.

1911 An unpaid leave of absence of up to thirty (30) days due to illness or injury shall be granted upon presentation of a certificate by the Registered Nurse's physician stating the necessity for such leave. Such a leave may be extended for successive thirty (30) day periods upon presentation of a certificate by the Registered Nurse's physician

stating the necessity for such extension. Such a leave as extended shall not exceed six (6) months. This Article applies to pregnancy leave in the same manner as other disability leaves.

- 1912 A Registered Nurse returning from a leave pursuant to this Article of longer than one (1) week must present a signed release from a physician stating that the Registered Nurse is fully able to perform assigned duties without jeopardizing the health or safety of the Registered Nurse or others.
- 1913 The Facility shall consider requests for a leave of absence for personal reasons for a period not to exceed ninety (90) days.
- 1914 The Facility shall consider requests for a leave of absence for educational reasons for a period not to exceed one hundred eighty (180) days.
- 1915 At the Registered Nurse's option, accrued PTO hours may be used by a Registered Nurse during any Leave of Absence.
- 1916 All requests for unpaid leaves of absence and extensions thereof shall be requested in writing on a form provided by the Facility. The Registered Nurse submitting the request shall be provided with a copy of such form with the determination stated thereon.
- 1917 When a Registered Nurse returns from an unpaid leave of absence thirty (30) days or less, the Registered Nurse shall be reassigned to the same job assignment and shift. In the event of an intervening workforce reduction, the Registered Nurse's reassignment shall be subject to the provisions of Paragraph 408.
- 1918 When a Registered Nurse returns from a leave of absence of more than thirty (30) days, the Facility shall use its best efforts to return the Registered Nurse to a job in the same classification or in any other bargaining unit classification for which the Registered Nurse is qualified. If an opening does not exist in such a classification, the Registered Nurse shall be placed on a preferential recall list for return to such a classification when an opening arises.
- 1919 In any event the Facility will comply with all legal requirements relating to return from leaves of absence.
- 1920 Continuous service shall not continue to accrue during an unpaid leave of absence in excess of thirty (30) days.
- 1921 A Registered Nurse shall not forfeit any rights previously accrued during an unpaid leave of absence.

1922 Except in the event of a bona fide emergency or unless an extension is granted by the Facility, failure to return from a leave of absence on the specified date will be considered a voluntary resignation and will result in termination of employment.

1923 Health and life insurance coverage shall terminate at the end of the pay period during which an unpaid leave of absence commences, except if and to the extent otherwise required by federal and/or state law. If the Registered Nurse wishes to continue such coverage, the Registered Nurse must make arrangements with the Human Resources Department to pay the premiums for such coverage, as required by leave of absence policies.

1924 Nothing in the foregoing shall alter the provisions under state and federal family leave acts (FMLA and CFRA).

1925 Bereavement Leave

1926 If a death occurs in the immediate family of a full-time Registered Nurse, the Registered Nurse shall be entitled to three (3) normally scheduled consecutive work days of paid leave if the deceased is the Registered Nurse's spouse, spouse equivalent with proof of residency, child, father, mother, stepmother, stepfather, brother, sister, father-in-law, mother-in-law, grandmother, grandfather, son-in-law, daughter-in-law, step son, step-daughter, grandson, granddaughter, stepbrothers, stepsisters, current brothers- and-sisters-in-law. Part-time Registered Nurses shall be eligible for bereavement leave on a pro rata basis.

1927 Per Diem Registered Nurses shall not be eligible for bereavement leave.

1928 Jury Duty

1929 A Registered Nurse who is notified of possible selection for jury duty shall immediately present such notice to the department head.

1930 Any Full-time Registered Nurse who has completed 90 days of employment called for jury duty shall receive, for each day on which the Registered Nurse otherwise would have worked, the difference between the regular straight time pay for that day and the amount of jury pay up to a maximum of the greater of ten (10) days or eighty (80) hours pay every three (3) years. Before receiving such payment a Registered Nurse must show proof of jury duty and the amount of jury pay. This section shall apply for a maximum of thirty (30) calendar days for each Registered Nurse.

1931 On any day of jury duty in which a Registered Nurse is excused entirely or in sufficient time to permit return to work for at least one-half (1/2) of the shift, the Registered Nurse shall be required to do so.

1932 Voting Time Off

1933 Registered Nurses who require time off to vote due to extended working hours or distance from the voting poll shall be allowed two (2) hours time off work with pay to vote in general elections at either the beginning or end of the workday. The Registered Nurse shall notify her/his supervisor at least two (2) working days in advance.

1934 Witness Pay

1935 Registered Nurses who are required by law to appear in court as witnesses may take time off without pay for such purpose provided the Registered Nurse gives the Facility reasonable advance notice. Registered Nurses who appear as witnesses at the request of the Facility will receive their regular pay during such time. In the event the Registered Nurse is placed on-call by the Facility, the Registered Nurse will receive witness on-call pay of five dollars (\$5.00) per hour spent on call if otherwise not working.

1936 Maternity Leave

1937 The Facility shall comply with the Pregnancy Leave Act, as amended.

1938 Any Registered Nurse who is unable to work due to pregnancy related disability is entitled to a leave-of-absence for the period of time she is disabled by her pregnancy provided that such period shall not exceed four (4) months in a defined twelve (12) month period.

1939 Occupational Injury or Illness Leaves of Absence

1940 The Facility shall comply with the California Workers' Compensation law as amended.

1941 Military Leave

1942 The Facility will comply with the Uniform Services Employment and Reemployment Act, 38 U.S.C. 84301 et seq., as amended.

1943 Eligible Registered Nurses shall be entitled to up to twelve (12) weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the Registered Nurse is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

1944 Family Leave

1945 The Facility will comply with the Provisions of the California Family Rights Act (CFRA), as amended and with the provisions of the Federal Family and Medical Leave Act of 1993 (FMLA), as amended.

1946 Time Off for Parents

- 1947 A parent with one or more children in kindergarten or in grades 1 through 12 may have time off up to forty (40) hours per school year to attend authorized school activities which involve one (1) or more school-age children. PTO may be used for this unpaid leave. Parental time off must be requested two (2) weeks in advance not to exceed eight (8) hours in any calendar month. Parents must obtain written verification of attendance from the school.

ARTICLE 20 - JOB SECURITY

2001 Successorship Protection

- 2002 In the event of sale or transfer of control of the facility, Prime Healthcare shall, within a reasonable period of time but not less than twenty-one (21) days of the effective date of the sale or transfer, provide the Union with the new employer's or entity's name, address and designated representative. Prior to the sale or transfer, Prime Healthcare shall inform the new owner and/or employer or entity of the existence of this Agreement and of its terms and conditions; shall require the new owner, employer or entity to retain all or substantially all of the bargaining unit employees, recognize the Union as the collective bargaining representative and to assume any existing collective bargaining agreement. The parties agree that compliance with this Article shall constitute full satisfaction of any and all obligations to bargain regarding such sale or transfer, and Prime Healthcare and the Facility shall have no further obligation to the Union with respect to a sale or transfer of control of the facility.

2003 Transfer Option

- 2004 Job openings at other Prime Healthcare facilities will be posted on the Prime Healthcare web-site and will be available to bargaining unit Registered Nurses on the same basis as other Prime Healthcare employees.

ARTICLE 21 – MANAGEMENT RIGHTS

- 2101 Subject to the laws and regulations governing the healthcare industry, the Facility retains, solely and exclusively, all the rights, powers and authority exercised or possessed by it prior to the execution of this Agreement, except as expressly limited, delegated or deleted by a provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Facility and not abridged by this Agreement include, but are not limited to, the following:

1. to manage, direct and maintain the efficiency of its business and personnel;
2. to manage and control its departments, buildings, facilities, equipment and operations;
3. to create, change, combine or abolish jobs, departments and facilities in whole or in part;
4. to subcontract or discontinue work for business, economic, medical or operational reasons;
5. to utilize personnel from nursing registries or other temporary help agencies;
6. to direct the work force;
7. to increase or decrease the work force;
8. to determine staffing patterns and levels and the number of Registered Nurses needed, provided that the Facility adheres to the regulations set forth in Title XXII;
9. to lay off Registered Nurses;
10. to hire, transfer and promote Registered Nurses;
11. to demote, suspend, discipline and discharge Registered Nurses;
12. to maintain the discipline and efficiency of its Registered Nurses;
13. to establish work standards and schedules of operations;
14. to specify or assign work requirements and overtime;
15. to assign work and decide which Registered Nurses are qualified to perform such work;
16. to determine working hours, shift assignments, and days off;
17. to adopt rules of conduct, appearance and safety, and penalties for violations thereof;
18. to determine the type and scope of work to be performed and for the services to be provided to patients;
19. to determine whether work will be assigned to bargaining unit Registered Nurses or other Registered Nurses;
20. to determine the methods, processes, means and places of providing service to patients;
21. to determine the quality of patient services;
22. to acquire and dispose of equipment and facilities;
23. to determine the places where work will be performed;

- 24. to hire temporary Registered Nurses for designated periods of time;
- 25. to pay wages and benefits in excess of those required by this Agreement;
- 26. to effect technological changes in its equipment and operations; and
- 27. to sell, close, or dispose of all or part of the Facility.

The Facility's failure to exercise any right, prerogative, or function hereby reserved to it or the Facility's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Facility's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 22 – SUBCONTRACTING

- 2201** The Facility may subcontract all or part of any operation performed by Registered Nurses. Where such subcontracting would displace a Registered Nurse, the Facility shall provide the Union with thirty (30) days prior notice of its decision to subcontract so that the Union can discuss the effects of such subcontracting. In the event that the subcontracting of any operation would result in the displacement of twenty (20) or more employees, the Facility will require any subcontracting entity to offer employment to the affected employees and to maintain their current rate of pay for a period of not less than ninety (90) days.
- 2202** The parties desire to maximize stability in their labor relations. This effort includes their concern for the working environment and labor practices of subcontractors operating within the Facility. Therefore, consistent with the policy reflected in CALPERS' Responsible Contractor Program [Paragraph VI(M)], the Facility supports and shall encourage its contractors to honor "a position of neutrality in the event there is a legitimate attempt by a labor organization to organize the subcontractor's employees."

ARTICLE 23 – UNION SECURITY

- 2301** **Union Membership as a Condition of Employment**
- 2302** All employees of the Facility covered by this Agreement as of the date of the execution shall, as a condition of continued employment with the Facility, become and remain members in good standing of the Union not later than the thirty-first (31st) day following the date of the execution of this Agreement by tendering payment of the initiation fee to the Union and continuing their payment of periodic union dues uniformly required.

- 2303 As a condition of employment all transfers into the Facility from another Prime Healthcare facility that are not represented by UNAC/UHCP, transfers into the bargaining unit from a management position, transfers into the bargaining unit due to a change in job classification, and all employees hired on or after the effective date of this Agreement shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing of the Union and tender to the Union the initiation fees and periodic dues that are the obligations of members.
- 2304 As provided by Federal law, employees of health care institutions are eligible to claim a religious exemption. Such cases shall be handled separately, and any agency of the employees' local United Fund (or equivalent) shall be used in compliance.
- 2305 Failure to Make Required Payments**
- 2306 The Union shall notify the Facility and the affected employee in writing of an employee's failure to comply with the provisions of this Article and shall afford each such employee fifteen (15) work days, after the employee has been mailed such notice at his or her last known address, in which to comply.
- 2307 If said employee does not comply with the provisions of this Article within the ten (10) day period following actual notice, the employee shall be promptly terminated upon written notice of such fact from the Union to the Facility.
- 2308 Deduction & Remittance of Union Initiation Fees & Dues**
- 2309 Upon receipt of an individual, voluntary, written, and un-revoked check-off authorization form which has been signed by an employee in the bargaining unit covered by this Agreement, the Facility shall each pay period deduct from the pay of such employee a sum equal to the employee's union initiation fees or prorated monthly membership dues, uniformly required, and only so long as such employee was employed by the Facility at the time such obligation became due.
- 2310 The Facility shall, on a biweekly basis, mail to the Union newly signed authorization/ membership forms.
- 2311 The Facility shall promptly remit to the Union on a biweekly basis the sums which are deducted under this Article. Under separate cover, a list showing the following information for Union members: their names, Social Security number, home address and phone number (as provided by the employee), classification, regular wage rate, regular hours worked during the period, regular earnings during the period. Department, status, (e.g. regular full-time, regular part-time, or per diem), and date of hire will be transmitted electronically via FTP (File Transfer Protocol) transfer.

- 2312 The Facility shall, electronically, on a monthly basis send a list to the Union of all new hires, terminations, status changes or entry into or exit from the bargaining unit of any member including the same data referenced in 2311, with the exception of regular hours and earnings during the period, which is provided for all those working in the FTP transfer noted in 2311.
- 2313 The Union shall indemnify the Facility and hold it harmless against any and all suits, claims, demands and liabilities that arise out of, or by reason of, any action that shall be taken by the Facility for the purpose of complying with the foregoing provisions of this Article.
- 2314 The Facility will honor written assignment of wages to the Union's Committee on Political Education (C.O.P.E.) fund, where such assignments are submitted in a form agreed to by the Facility and the Union, and will remit such contributions to the Union.

ARTICLE 24 - STRIKES AND LOCKOUTS

- 2401 In view of the importance of the operation of the Employer's facilities to the community, the Employer and the Union agree that there will be no lockout by the Employer, and no strikes, work stoppage, picketing, boycott, sit down, sickout, or slow down, or any refusal to cross a picket line at or enter the Facility's premises, or any other interference with any of the Facility's services or operations or with the movement or transportation of goods to or from the Facility by the Union or its member Registered Nurses during the term of this Agreement, and that all disputes arising under this Agreement shall be settled in accordance with the Grievance and Arbitration Article.

ARTICLE 25 - NOTICES

- 2501 Notices by the Union to the Facility shall be mailed, by certified mail, return receipt requested, or delivered to the following address:
- Chief Executive Officer
Garden Grove Hospital and Medical Center
12601 Garden Grove Boulevard
Garden Grove, California 92643
- 2502 Copies shall also be mailed, by certified mail, return receipt requested, or delivered to the Chief Operating Officer and Human Resources Director at the address listed above.

- 2503 Notices by the Facility to the Union shall be mailed, by certified mail, return receipt requested, or delivered to the following address:

President
United Nurses Associations of California/
Union of Health Care Professionals
955 Overland Court, Ste. 150
San Dimas, CA 91773

ARTICLE 26 – SAVINGS CLAUSE

- 2601 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.

ARTICLE 27 – ENTIRE AGREEMENT

- 2701 The parties agree that this Agreement (including the results of any local bargaining as provided herein) constitutes the entire contract between them governing wages, hours and conditions of employment of bargaining unit Registered Nurses covered during the term hereof, and settles all demands and issues on all matters subject to collective bargaining. Accordingly, except as the Agreement expressly provides for a local bargaining process, the Union and the Facility expressly waive their rights during the term of this Agreement to demand negotiations upon any subject matter, whether or not such subject matter is specifically contained in this Agreement or whether such subject matter has or has not been raised or discussed by either party during the negotiations leading up to the execution of this Agreement.

ARTICLE 28 - TERM

- 3001 This Agreement shall become effective October 1, 2010 and shall continue in full force and effect to 12:01 a.m., September 30, 2013. This Agreement shall be automatically renewed from year to year thereafter unless changed, modified or terminated as provided herein.
- 3002 Either party wishing to change or terminate this Agreement must serve written notice to the other party of its intent to amend the Agreement at least ninety (90) days prior to the expiration date of this collective bargaining agreement.
- 3003 If a new Agreement is not reached prior to the expiration date the Parties may by mutual consent, execute a written extension of this Agreement for a specified period of time.

3004 This Agreement has been executed as of October 1, 2010.

For United Nurses Associations of California/Union of Health Care Professionals

By _____

Its _____

For Garden Grove Hospital and Medical Center

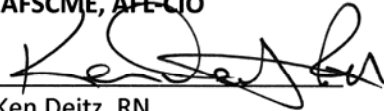
By _____

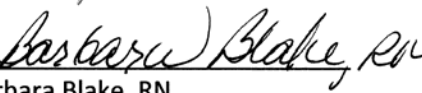
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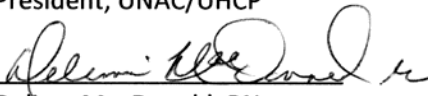
SIGNATURES

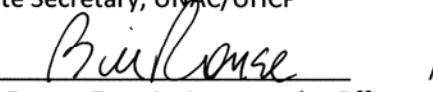
**GARDEN GROVE REGISTERED NURSES ASSOCIATION
UNITED NURSES ASSOCIATIONS OF CALIFORNIA/
UNION OF HEALTH CARE EMPLOYEES,
NUHHCE, AFSCME, AFL-CIO**

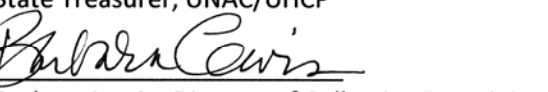
/s/ 
Henry Nicholas, President,
NUHHCE, AFSCME, AFL-CIO

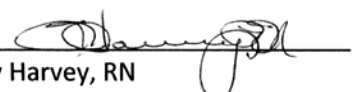
/s/ 
Ken Deitz, RN
President, UNAC/UHCP

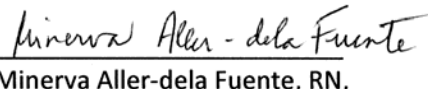
/s/ 
Barbara Blake, RN
State Secretary, UNAC/UHCP

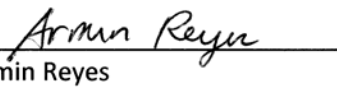
/s/ 
Delima MacDonald, RN
State Treasurer, UNAC/UHCP

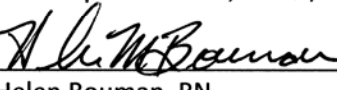
/s/ 
Bill Rouse, Exec Assistant to the Officers,
UNAC/UHCP

/s/ 
Barbara Lewis, Director of Collective Bargaining
and Representation, UNAC/UHCP

/s/ 
Joy Harvey, RN
Staff Representative, UNAC/UHCP

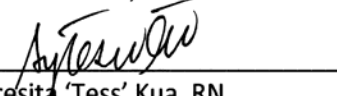
/s/ 
Minerva Aller-dela Fuente, RN,
Staff Representative, UNAC/UHCP

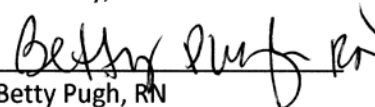
/s/ 
Armin Reyes
Staff Representative,
UNAC/UHCP

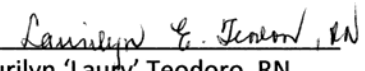
/s/ 
Helen Bouman, RN
President, GGRNA

/s/ 
Majella 'Lindy' Grecia, RN
Vice President, GGRNA

/s/ 
Dinora 'Dee Dee' Ortega, RN
Secretary, GGRNA

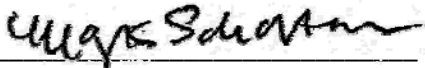
/s/ 
Teresita 'Tess' Kua, RN
Treasurer, GGRNA

/s/ 
Betty Pugh, RN
Association Liaison, GGRNA

/s/ 
Laurilyn 'Laury' Teodoro, RN
Bargaining Team Member, GGRNA

SIGNATURES

GARDEN GROVE HOSPITAL AND MEDICAL CENTER

/s/ 
Mary K. Schottmilier
Asst, General Counsel Prime Healthcare

LETTER OF AGREEMENT #1

SUPERFLOAT STAFF GRANDFATHER AGREEMENT

The parties agree that Garden Grove Hospital and Medical Center may discontinue the SuperFloat program. Current SuperFloat staff shall be allowed to remain in the program throughout the term of this Agreement, unless they voluntarily leave the SuperFloat pool. Current SuperFloat staff shall not be subject to a reduction in pay and shall be eligible for negotiated ATBs.

LETTER OF AGREEMENT #2

WAGES – RETROACTIVE PAY

Each Registered Nurse will receive retroactive pay for all hours paid from October 1, 2010 to the first full pay period following date of ratification. The retroactive pay will be an increase of three percent (3%) to his/her current base hourly rate of pay in the form of a lump sum payment.

LETTER OF AGREEMENT #3

EMPLOYEE CONTRIBUTION TO MEDICAL PREMIUM

The Parties agree that during calendar year 2011, Employee contributions toward the Employer's standard benefit plans will remain unchanged.

Effective January 1, 2012 and for the remainder of the Agreement, Employee contributions toward the Employer's standard benefit plans will be described in Article 15 of the Collective Bargaining Agreement.

Effective January 1, 2012, the Employee contribution for full time employees will be seven and one-half percent (7.5%) of the total premium per month.

Effective January 1, 2013, the Employee contribution for full time employees will be nine percent (9 %) of the total premium per month.

For part time employees employed on the date of ratification, their contributions toward the Employer's standard benefit plans will be the same amount as full time employees for the duration of the Agreement.

Any part time employee hired after the date of ratification will be subject to standard Prime contribution rates.

EMPLOYEE CONTRIBUTIONS

EFFECTIVE 1/1/12 – 12/31/12

<u>PLAN NAME</u>	<u>FT Contributions</u>	<u>PT Contributions</u>	<u>TOTAL RATES</u>
PRIME EPO PLAN			
Employee Only	0%	42.3%	
Employee + Spouse	7.5%	42.3%	
Employee + Child(ren)	7.5%	39.2%	
Employee + Family	7.5%	45.9%	
PRIME PPO PLAN			
Employee Only	46.7%	51.9%	
Employee + Spouse	40%	55.4%	
Employee + Child(ren)	36.9%	51.9%	
Employee + Family	40.2%	55.8%	

EFFECTIVE 1/1/13 – 12/31/13

<u>PLAN NAME</u>	<u>FT Contributions</u>	<u>PT Contributions</u>	<u>TOTAL RATES</u>
PRIME EPO PLAN			
Employee Only	0%	42.3%	
Employee + Spouse	9.0%	42.3%	
Employee + Child(ren)	9.0%	39.2%	
Employee + Family	9.0%	45.9%	
PRIME PPO PLAN			
Employee Only	46.7%	51.9%	
Employee + Spouse	40%	55.4%	
Employee + Child(ren)	36.9%	51.9%	
Employee + Family	40.2%	55.8%	

LETTER OF AGREEMENT # 4

SHIFT DIFFERENTIALS

Currently, Registered Nurses receive an evening shift differential equal to 10% of the base hourly rate and a night differential equal to 15% of their base hourly rate. The parties agree that Registered Nurses who are on the Hospital's payroll on January 31, 2006, shall be eligible to continue to receive evening or night shift differentials calculated as a percentage of their base hourly rate. However, commencing on the first full payroll period following October 1, 2006 and thereafter, such shift differential shall be calculated based on the Registered Nurse's hourly rate in effect on the first full pay period following October 1, 2006, and shall not be adjusted with any future increases to the base rate.

LETTER OF AGREEMENT #5

EXTENDED ILLNESS PROGRAM AGREEMENT

The Parties agree that all employees who, on the date of ratification, had hours accrued under the Extended Illness Program will retain those hours and may utilize those hours under the Plan provisions as described below. Extended Illness hours shall stop accruing on the date of ratification.

Any Employee hired after the date of ratification will not be eligible for the Extended Illness program.

- 1) Extended illness hours may only be used after a Registered Nurse has been absent for one (1) week of consecutively scheduled hours and is ill or disabled. If after one week of absence, the Registered Nurse's condition is such that he/she is released to work on a reduced schedule, extended illness hours may be used to make up missed hours due to the Registered Nurse's own illness or disability. Extended illness hours may not be used if a Registered Nurse is earning wages for that same period from another employer.
- 2) Extended illness hours are not redeemable and not vested. When used, accrued extended illness hours are paid at the Registered Nurse's current hourly base rate.
- 3) Full-time and part-time Registered Nurses, in accordance with California Kin Care law, are eligible to use fifty percent (50%) of the amount of extended illness hours that have accrued to pay for their absence from work associated with the care of a child, parent, spouse, registered domestic partner or child of a registered domestic partner.

APPENDIX A

SPECIALTY NURSES

01 SPECIALTY NURSES

Ambulatory Care
GI Lab
Mother/Baby
Critical Care
Emergency Room
Telemetry
Labor & Delivery
NICU
Operating Room
Surgical Recovery Room

02 SPECIALTY NURSE CRITERIA

(Ambulatory Care, GI Lab, Critical Care, Emergency Room, Telemetry, Surgical Recovery Room & Operating Room)

1. Advanced Cardiac Life Support (ACLS) certification.
2. Certification of completion of BRN approved course in arrhythmia detection, or an equivalent satisfactory to the Employer.
3. Demonstrated ability to perform the duties of the specialty as specified by the 100 percent completion of the skills inventory/checklist appropriate to the specialty area or certification by the recognized national organization appropriate to the specialty area (example: CCRN, CEN, CNOR) to be determined during a 90 day probationary period.

03 LABOR & DELIVERY SPECIALTY NURSE CRITERIA

1. Current Neonatal Resuscitation Certification.
2. Certificate of completion of BRN approved course in Basic Fetal Heart Monitoring or an equivalent course satisfactory to the Employer.
3. Demonstrated ability to perform the duties of the specialty as specified by the 100 percent completion of the skills inventory/checklist appropriate to Labor and Delivery to be determined during a 90 day probationary period and:

4. Completion of a written examination appropriate to Labor and Delivery, or
5. Certification by the recognized national organization appropriate to Labor and Delivery. (RNC - Inpatient Obstetrical Nursing).

04 NEONATAL INTENSIVE CARE UNIT SPECIALTY NURSE CRITERIA

1. Current Neonatal Resuscitation Certification.
2. Certification of completion of a BRN approved course in NICU patient care or an equivalent course satisfactory to the Employer.
3. Demonstrated ability to perform the duties of the specialty as specified by the 100 percent completion of the skills inventory/checklist appropriate to the NICU to be determined during a 90 day probationary period and:
4. Completion of a written examination appropriate to NICU, or
5. Certification by a recognized national organization appropriate to NICU (RNC - High Risk Neonatal Nursing, CCRN-NICU).

05 MOTHER BABY/NURSERY SPECIALTY NURSE CRITERIA

1. Must have a current Neonatal Resuscitation certification.
2. Demonstrated ability to perform the duties of the specialty as specified by the 100% completion of the skills inventory/checklist appropriate to the specialty area or certification by the recognized national organization appropriate to the specialty area.
3. Verification of completion of a BRN approved course in newborn assessment or an equivalent course satisfactory to the employer.

APPENDIX B

PER DIEM REQUIREMENTS

01 Per Diem Requirements

- 02 The per diem Registered Nurse commitment will be:
- 03 For an eight (8) hour Registered Nurse, the Per Diem Registered Nurse shall be available to be scheduled at least four (4) shifts per month including two (2) weekend shifts.
- 04 For a twelve (12) hour Registered Nurse, the Per Diem Registered Nurse shall be available to be scheduled at least two (2) shifts per month including one (1) weekend shift.
- 05 Per Diem Registered Nurses must be available to work one (1) major holiday shift. Major holidays for this purpose are: Thanksgiving, Christmas Eve for night shift, Christmas, New Year's Eve for night shift, or New Years.
- 06 Per Diem Registered Nurses must be available to work one (1) minor holiday shift. Minor holidays for this purpose are: Memorial Day, Fourth of July or Labor Day
- 07 Individual work agreements that differ from the above minimum commitments may be voluntarily negotiated between a Per Diem Registered Nurse and his/her Director/Manager. A copy of the agreement must be in the Registered Nurse's Human Resources file.
- 08 Once confirmed on the schedule, the Per Diem Registered Nurse will be required to work the assigned shift, subject to cancellation per Article 11. Self-cancellation is not expected except for illness or other serious reasons. Cancellation of weekend shifts by the Per Diem Registered Nurse shall require a make up weekend shift in the next two (2) schedule periods. Cancellations of a holiday shift by the Per Diem Registered Nurse shall require a make up holiday on the next holiday (except in the case of a bona fide illness or other emergency as determined by the Employer). A physician's note may be required at the discretion of the Director.
- 09 Per Diem Registered Nurses must notify the Hospital at least two (2) hours before the start time of the shift, when calling in sick.
- 10 Per Diem Registered Nurses may be canceled or floated to another unit/ department per the provisions of this collective bargaining agreement.
- 11 Should a Per Diem Registered Nurse change status to a Regular Full-time or Regular Part-time:
 - the rate of pay shall be that which is appropriate to the Registered Nurse's experience;
 - the period spent in Per Diem status shall not be counted as part of the benefit waiting period: and
 - seniority shall accrue, post status change, per Paragraph 402.

APPENDIX C

IN-HOUSE REGISTRY PROGRAM

01 In-House Registry Program

02 Purpose

- 03 To establish an “In-House Registry” (IHR) through which certain full-time and part-time Registered Nurses can voluntarily work extra hours for the Facility at an increased rate of pay rather than working for outside agencies.
- 04 To reduce the Facility’s costs of extra or supplemental Registered Nurse staffing.
- 05 To provide more continuity of patient care through the availability of regularly employed staff.

06 Eligibility

- 07 Full-time and part time Registered Nurses are eligible for IHR pay if the IHR shift worked is the fourth (4th) shift worked in a one-week period.
- 08 Full-time Registered Nurses must be scheduled and work a minimum of seventy-two (72) hours per pay period and part-time Registered Nurses must be scheduled and work a minimum of forty-eight (48) hours per pay period.

09 IHR Pay

- 10 Registered Nurses shall receive one and one-half (1½) times their base rate of pay for all IHR shift hours worked, subject to the Eligibility provision. If a Registered Nurse works a scheduled IHR shift, but does not meet the eligibility provision, the Registered Nurse will be paid her/his base rate of pay, and all applicable premiums, for the IHR shift hours worked.
- 11 All regular shifts flexed off in a pay period shall be counted towards IHR eligibility. Hours taken for sick, PTO, jury duty, bereavement, and/or other absence are not considered eligible hours. Sick calls or any other days off after the schedule is posted will void any IHR within a pay period.
- 12 The IHR hourly rate will include legislated benefits only, but will not include any negotiated or Facility provided benefits or work credited toward earning such benefits for that portion of their work performed under the IHR program. However, PTO will be accrued for IHR hours to the extent that such may be provided in the PTO program.

13 Scheduling and General Practices

- 14 IHR shifts will be distributed equitably to all interested Registered Nurses only after regular shifts have been scheduled. Once confirmed on the schedule, Registered Nurses shall be required to work the IHR shift, subject to cancellation per Article 11.
- 15 IHR Registered Nurses will not be placed on On-Call/Standby status for the same shifts as they are assigned to work on an IHR schedule.
- 16 IHR Registered Nurses will be cancelled from the schedule prior to the cancellation of Per Diem Registered Nurses.
- 17 An IHR Registered Nurse who is not cancelled at least two (2) hours prior to the start of the assigned IHR shift, in accordance with Paragraph 1117 of this Agreement, and who reports to work will be given a minimum of four (4) hours call-in pay at the applicable IHR rate of pay.
- 18 Notwithstanding paragraph 7 a Registered Nurse on an IHR schedule who becomes unavailable must notify the proper Facility representative as soon as possible, but at least two (2) hours prior to the start of the assigned shift of work.
- 19 IHR Registered Nurse scheduling will be done by the Nursing Director and/or Nursing Office. Once the regular work schedule is posted, the IHR Registered Nurse will be personally required to contact the Nursing Director/Staff Secretary or the House Supervisor to schedule IHR shifts of work. Once confirmed, the Registered Nurse will be required to work the IHR shift unless cancelled.

APPENDIX D

WEEKEND BONUS

Registered Nurses will be paid a bonus for working on weekends in excess of his or her regularly schedules weekdays (the "Bonus"), provided the following requirements are met:

1. The bonus will only apply to Registered Nurses who regularly work every other weekend.
2. A Registered Nurse shall be paid four dollars and seventy-five cents (\$4.75) per hour for each additional weekend shift, provided such shift is above and beyond his or her every other week commitment. RNs who work in areas such as ACU and PACU, which are normally closed on weekends are also eligible for the weekend bonus provided the Registered Nurse actually works a weekend shift. In addition, Per Diem Registered Nurses who work a weekend shift in excess of his/her commitment shall be eligible for the Bonus in accordance with the terms of this Appendix.
3. If the hospital cancels a Registered Nurse working a bonus shift after he/she has begun working the shift, the Registered Nurse will still be paid the Bonus. The cancellation rotation set forth in this Agreement will be followed in such cases.
4. If a Registered Nurse chooses to work every weekend due to his/her own needs or desires (school, child care, etc.), he/she will not be eligible for the Bonus. Prior to scheduling the Registered Nurse every weekend, the manager will have the Registered Nurse sign a Personnel Change Notice (PCN) stating that she/he is working every weekend of his/her own desire to do so and therefore waives his/her right to the Bonus.
5. If a Registered Nurse calls in sick or has an unplanned, unexcused absence on any shift in the pay period in which he/she worked extra, he/she would become ineligible for that Bonus payment. A note of verification of illness or emergency situation will not make him/her eligible for the Bonus.
6. If a Registered Nurse calls in sick or has an unplanned, unexcused absence on his/her next scheduled weekend after the Bonus weekend shift, he/she will be scheduled for another make-up shift during the current or next schedule.
7. If a Registered Nurse is hospital-canceled on his/her regular weekend, he/she will be eligible for the Bonus if he/she works an extra weekend shift within the same pay period.
8. Registered Nurses working an extra weekend shift who are on call and are called in are eligible for the Bonus.
9. Registered Nurses who are making up a previous weekend missed are not eligible for the Bonus.
10. Registered Nurses working an extra weekend will be subject to the usual float rotation.

APPENDIX E

401(k) RETIREMENT SAVINGS PLAN SPD

**Qualified
Retirement Plan**

401(k) Profit Sharing Volume Submitter Plan SUMMARY PLAN DESCRIPTION

GENERAL INFORMATION SHEET

Definitions of terms referenced with capitalization in this document can be found in Definitions of the Summary Plan Description Booklet provided by your Employer.

EMPLOYER INFORMATION Your Employer has adopted a 401(k) Plan for the benefit of you and your co-workers. This Plan is designed to help you meet your financial needs during your retirement years.

Your Employer must follow certain rules and requirements to maintain this Plan. This General Information Sheet provides some of the details of the Plan. Use this information in conjunction with the Summary Plan Description (SPD) Booklet which accompanies this General Information Sheet.

Name of Plan **Prime Healthcare Services, Inc. 401(k) Plan**

Name of Adopting Employer **Prime Healthcare Services, Inc.**

Address **16850 Bear Valley Road, Victorville, CA 92395**

Telephone **760-241-8000** Employer's Federal Tax Identification Number **33-0943449**

Plan Sequence Number **001** Employer's Fiscal Year End **12/31**

This Plan is maintained by more than one Employer. ☐ Yes ☒ No

(If "yes," you may request, in writing, information as to whether or not a particular Employer is participating in this Plan and, if so, the participating Employer's address. In addition, you may request, in writing, a complete list of Employers participating in this Plan.)

SECTION ONE: EFFECTIVE DATES

The effective date of this Plan is _____.

If this is a restatement of an existing qualified plan (a prior plan), the prior plan was initially effective on **01/01/2006**. The effective date of this restatement is **01/01/2008**.

SECTION TWO: ELIGIBILITY

See Section titled *Eligibility and Participation* of the SPD Booklet.

AGE AND SERVICE You will become eligible to participate in the Plan after you satisfy the age and service requirements for the respective contributions.

Age:

Employer Profit Sharing Contributions **21** Elective Deferrals **21** Matching Contributions **21**

Year(s) of Eligibility Service:

Employer Profit Sharing Contributions **0.083** Elective Deferrals **0.083** Matching Contributions **1**

All Employees will be considered to have met the age and service requirements described above if employed on the effective date of this Plan.

Employer Profit Sharing Contributions ☐ Yes ☒ No

Elective Deferrals ☐ Yes ☒ No

Matching Contributions ☐ Yes ☒ No

**EXCLUSION OF
CERTAIN CLASSES
OF EMPLOYEES**

All Employees may become eligible to participate in the Plan except the following.

Employees covered by the terms of a collective bargaining agreement (e.g., union agreement) unless the collective bargaining agreement specifies that the Employees must be covered by the Plan.

☐ Employer Profit Sharing Contributions ☐ Elective Deferral ☐ Matching Contributions

Employees who are nonresident aliens and receive no earned income from the Employer within the United States.

☐ Employer Profit Sharing Contributions ☐ Elective Deferral ☐ Matching Contributions

Employees who become Employees as a result of an asset or stock acquisition, merger, or similar transaction involving a change in the Employer of a trade or business (during the transition period only).

☐ Employer Profit Sharing Contributions ☐ Elective Deferral ☐ Matching Contributions

Leased Employees.

☐ Employer Profit Sharing Contributions ☐ Elective Deferral ☐ Matching Contributions

Highly Compensated Employees.

☐ Employer Profit Sharing Contributions ☐ Elective Deferral ☐ Matching Contributions

Employees who are incorrectly determined to be an Employee of the Employer.

☐ Employer Profit Sharing Contributions ☐ Elective Deferral ☐ Matching Contributions

Other **Doctors (MD) and Senior Executives**

☐ Employer Profit sharing Contributions ☐ Elective Deferral ☒ Matching Contributions

ENTRY DATES

The Entry Dates upon which you can begin Plan participation for the respective contribution types are:

Employer Profit Sharing Contributions **Daily**.

Elective Deferrals **Daily**.

Matching Contributions **Daily**.

Can you make an election not to participate in this Plan? ☒ Yes ☐ No

**HOURS REQUIRED
FOR ELIGIBILITY**

The number of Hours of Service you must be employed to complete a year of eligibility service is **1000**.

The number of Hours of Service you must exceed to avoid a break in eligibility service is **500**.

Employees shall be given credit for eligibility purposes for Hours of Service with the following predecessor employer(s): **Chino Hospital, Desert Valley Hospital, Sherman Oaks Hospital, Montclair Hospital, Vanguard Hospitals, Centinela Hospital and Paradise Valley Hospital**.

SECTION THREE: CONTRIBUTIONS

See Section titled Contributions to the Plan of the SPD Booklet.

**EMPLOYER
PROFIT SHARING
CONTRIBUTIONS**

The amount of the Employer profit sharing contribution, if any, will be determined according to the formula checked below.

☒ Discretionary. An amount determined each year by the managing body of the Employer.

☐ Fixed Formula. An amount equal to _____ percent of the Compensation of qualifying Participants.

☐ Fixed Percent of Profits Formula. _____ percent of the Employer's profits in excess of \$ _____.

☐ Frozen Plan. No additional contributions will be made to this Plan.

☐ Government Contract Formula. Under this formula, all qualifying Participant's Individual Account will receive a contribution for each Hour of Service of covered employment under a government contract subject to provisions of prevailing wage laws.

☐ The Employer will not make Employer profit sharing contributions to the Plan.

The Employer profit sharing contribution will be allocated to each qualifying Participant's Individual Account under the formula checked below.

☒ Pro Rata Formula. Under this formula, each qualifying Participant's Individual Account will receive a pro rata allocation. This allocation is based on the qualifying Participant's Compensation in relation to the total Compensation of all qualifying Participants.

☐ Flat Dollar Formula. Under this formula, all qualifying Participants' Individual Accounts will receive equal contributions.

- ☐ Integrated Formula. Under this formula, each qualifying Participant's Individual Account will receive a base contribution. In addition, qualifying Participants will receive an additional allocation (called an excess contribution) based on their Compensation above the integration level. The integration level will be _____.
- ☐ Age Weighted Formula. Under this formula, each qualifying Participant's age is taken into account, in addition to their Compensation. As a result, older qualifying Participants generally receive a greater contribution relative to that of younger qualifying Participants.
- ☐ New Comparability Formula. Under this formula, Employees are divided into two (or more) allocation groups. The Employer contributes a different amount for each group, which is allocated pro rata among qualifying Participants in the group. The allocation groups for purposes of allocating Employer profit sharing contributions are the following.

Class of Employees in Allocation Group

Allocation Group I:

Allocation Group II:

Allocation Group III:

Allocation Group IV:

- ☐ Government Contract Formula. Under this formula, all qualifying participant's Individual Account will receive a contribution for each Hour of Service of covered employment under a government contract subject to provisions of prevailing wage laws.

QUALIFYING PARTICIPANT

For any Plan Year that an Employer profit sharing contribution is made, you will be entitled to share in that contribution (and, thus, be a qualifying Participant) if you satisfy the following conditions.

1. You are a Participant,
2. You work at least _____ Hour(s) of Service during the Plan Year, and
3. You are employed on the last day of the Plan Year. ☒ Yes ☐ No

The Hours of Service requirement will be waived if you:

- ☐ Die.
- ☐ Incur termination of employment after becoming disabled.
- ☐ Incur termination of employment after attaining Normal Retirement Age.
- ☐ Are employed on the last day of the Plan Year.
- ☐ This requirement will not be waived.

The last day requirement will be waived if you:

- ☒ Die.
- ☒ Incur termination of employment after becoming disabled.
- ☒ Incur termination of employment after attaining Normal Retirement Age.
- ☐ Incur termination of employment after completing at least _____ Hour(s) of Service during the Plan Year.
- ☐ This requirement will not be waived.

If you are disabled and no longer working for the Employer, you will receive an Employer profit sharing contribution. ☐ Yes ☒ No

You may make a one-time irrevocable election to have the Employer contribute Employer profit sharing contributions at a specified percentage of your Compensation to the Plan. ☐ Yes ☒ No

ELECTIVE DEFERRALS

Will Elective Deferrals be permitted under this Plan? ☒ Yes ☐ No

Elective Deferrals may commence on _____.

Once you become eligible to participate in the Plan, your Employer will provide you with a Salary Reduction Agreement to be completed and signed before the next plan Entry Date.

By completing a Salary Reduction Agreement to make Elective Deferrals to this Plan, your Compensation will be reduced each pay period by an amount based upon the formula selected below. If you are a highly compensated employee different deferral limits may pertain. See your Plan Administrator for more information.

- ☒ An amount equal to a percentage of your Compensation from **1** percent to **100** percent in increments of **1** percent.
- ☐ An amount of your Compensation not less than \$_____ and not more than \$_____.
- ☐ An amount equal to a percentage of your Compensation not to exceed certain limits imposed by the Internal Revenue Code.

Instead of or in addition to making Elective Deferrals each pay period through payroll deduction, a separate deferral election can be made on bonus Compensation. ☒ Yes ☐ No

You may prospectively revoke a Salary Reduction Agreement to cease Elective Deferrals

- ☐ As of the first day of the Plan Year and the first day of the seventh month of the Plan Year.
- ☐ As of the first day of any quarter.
- ☐ As of the first day of any month.
- ☐ As of any Entry Date.
- ☒ As of such times established by the Plan Administrator.
- ☐ Other _____.

You may resume your Elective Deferrals after revoking a Salary Reduction Agreement

- ☐ No sooner than as of the first day of the next Plan Year.
- ☐ As of the first day of the Plan Year and the first day of the seventh month of the Plan Year.
- ☐ As of the first day of any subsequent quarter.
- ☐ As of any subsequent Entry Date.
- ☒ As of such times established by the Plan Administrator.
- ☐ Other _____.

You may modify a Salary Reduction Agreement prospectively to increase or decrease Elective Deferrals

- ☐ As of the first day of the Plan Year and the first day of the seventh month of the Plan Year.
- ☐ As of the first day of any quarter.
- ☐ As of the first day of any month.
- ☐ As of any Entry Date.
- ☒ As of such times established by the Plan Administrator.
- ☐ Other _____.

If you make an excess Elective Deferral to the Plan, you must submit a request in writing for the return of the excess to the Plan Administrator no later than **March 1** following the end of the tax year in which you made the excess Elective Deferral.

If you are an eligible Participant and you do not provide a Salary Reduction Agreement to the Employer, will a portion of your Compensation be automatically withheld and contributed to the Plan as an Elective Deferral? ☐ Yes ☒ No

If "yes," the amount automatically withheld will be _____ percent or \$_____.

**MATCHING
CONTRIBUTIONS**

Will your Employer make Matching Contributions?

- ☒ Yes, but only on Elective Deferrals.
- ☐ Yes, but only on Nondeductible Employee Contributions.
- ☐ Yes, on both Elective Deferrals and Nondeductible Employee Contributions.
- ☐ No.

If Matching Contributions will be made under this Plan, your Employer will make contributions on behalf of qualifying contributing Participants making Elective Deferrals (and/or Nondeductible Employee Contributions) based upon the formula selected below.

- ☐ An amount equal to _____ percent of your Elective Deferral (and/or Nondeductible Employee Contributions, if applicable) which does not exceed _____ percent of Compensation.
- ☐ An amount equal to the sum of _____ percent of the portion of your Elective Deferrals (and/or Nondeductible Employee Contributions, if applicable) which does not exceed _____ percent of your Compensation plus _____ percent of the portion of your Elective Deferrals (and/or Nondeductible Employee Contributions) which exceeds _____ percent of your Compensation.
- ☒ An amount, if any, equal to a percentage of your Elective Deferrals (and/or Nondeductible Employee Contributions) which the Employer will determine each year.
- ☐ An amount equal to a percentage of your Elective Deferral (and/or Nondeductible Employee Contribution, if applicable) determined by the number of your years of ☐ eligibility ☐ vesting service with your Employer as specified in the service matching schedule provided below.

Service Matching Schedule

<u>Years of Service</u>	<u>Matching Percentage</u>
Less Than _____	_____ %
At Least _____, but Less Than _____	_____ %
At Least _____, but Less Than _____	_____ %
_____ or More	_____ %

- ☐ Other formula _____.

No Matching Contribution will be made in excess of the lesser of \$4800 or 4 percent of your Compensation for any Plan Year.

**QUALIFYING
CONTRIBUTING
PARTICIPANT**

For any Plan Year that a Matching Contribution is made, you will be entitled to receive Matching Contributions if you satisfy the following conditions.

1. You contribute Elective Deferrals (and/or Nondeductible Employee Contributions),
2. You work at least _____ Hour(s) of Service during the Plan Year, and
3. You are employed on the last day of the Plan Year. ☒ Yes ☐ No

The Hours of Service requirement will be waived if you:

- ☐ Die.
- ☐ Incur termination of employment after becoming disabled.
- ☐ Incur termination of employment after attaining Normal Retirement Age.
- ☐ Are employed on the last day of the Plan Year.
- ☐ This requirement will not be waived.

The last day requirement will be waived if you:

- ☒ Die.
- ☒ Incur termination of employment after becoming disabled.
- ☒ Incur termination of employment after attaining Normal Retirement Age.
- ☐ Incur termination of employment after completing _____ Hours of Service during the Plan Year.
- ☐ This requirement will not be waived.

**SAFE HARBOR
CODA
CONTRIBUTIONS**

Will your Plan follow the safe harbor CODA provisions?

- ☐ Yes ☒ No

If "yes," safe harbor contributions to automatically meet certain nondiscrimination requirements will be made to your Individual Account as follows.

- ☐ Basic Matching Contributions. An amount equal to your Elective Deferrals that does not exceed three percent of your Compensation for the Plan Year, plus 50 percent of your Elective Deferrals that exceeds three percent of your Compensation for the Plan Year but does not exceed five percent of your Compensation for the Plan Year.

- ☐ Enhanced Matching Contributions. An amount equal to your Elective Deferrals that does not exceed _____ percent of your Compensation for the Plan Year plus _____ percent of your Elective Deferrals that exceeds _____ percent of your Compensation for the Plan Year but does not exceed _____ percent of your Compensation for the Plan Year.
- ☐ Safe Harbor Nonelective Contributions. If you are a Participant, you will receive safe harbor Nonelective Contributions to your Individual Account in an amount equal to _____ percent of your Compensation for the Plan Year, regardless of whether or not you make Elective Deferrals to the Plan.

In addition to the above safe harbor contributions, additional Matching Contributions within safe harbor limits will be made as follows.

- ☐ _____ percent of your Elective Deferrals that do not exceed six percent of your Compensation for the Plan Year.
- ☐ _____ percent of your Elective Deferrals that does not exceed _____ percent of your Compensation for the Plan Year plus _____ percent of your Elective Deferrals not to exceed six percent of your Compensation for the Plan Year.
- ☐ An amount equal to your Elective Deferrals up to a percentage of your Compensation for the Plan Year determined by your Employer from year to year. This percentage will in no event exceed four percent of your Compensation for the Plan Year.

OTHER CONTRIBUTIONS

- Can you make rollover contributions? ☒ Yes ☐ No
- ☐ Yes, if not part of an excluded class of Employees.
- ☐ Yes, if a Participant.
- ☐ Yes, if assets are exempt from Qualified Joint and Survivor Annuity rules.

- Can you make transfer contributions? ☐ Yes ☒ No
- ☐ Yes, if not part of an excluded class of Employees.
- ☐ Yes, if a Participant.
- ☐ Yes, if assets are exempt from Qualified Joint and Survivor Annuity rules.

- Can you make Nondeductible Employee Contributions? ☐ Yes ☒ No
- If yes, Nondeductible Employee Contributions may begin on _____.

If yes, will Nondeductible Employee Contributions be mandatory? ☐ Yes ☐ No

If yes, the limit on the amount of Nondeductible Employee Contributions is as follows:

- ☐ An amount equal to _____ percent of your Compensation.
- ☐ An amount equal to \$_____.
- ☐ An amount equal to a percentage of your Compensation from _____ percent to _____ percent in increments of _____ percent.
- ☐ An amount of your Compensation not less than \$_____ and not more than \$_____.

SIMPLE 401(k) PROVISIONS

Will the SIMPLE 401(k) provision apply to the Plan?

- ☐ Yes ☒ No

If "yes," and if your Employer contributes the Nonelective Contribution under the requirements of the Plan, each eligible Employee who received at least \$_____ in Compensation for the year will receive the contribution.

SECTION FOUR: VESTING AND FORFEITURES

See Section titled *Vesting and Forfeitures* of the SPD Booklet.

You will always be fully vested in all contributions derived from Elective Deferrals, qualified Nonelective Contributions (if any), qualified Matching Contributions (if any), Nondeductible Employee Contributions (if allowed), safe harbor basic or enhanced Matching Contributions (if any), and safe harbor Nonelective Contributions (if any).

Rollover and transfer contributions, if allowed, are 100% vested immediately. The vesting schedule below applies to your Employer profit sharing contributions and Matching Contributions.

YEARS OF VESTING SERVICE		VESTED PERCENTAGE FOR EMPLOYER PROFIT SHARING CONTRIBUTIONS AND MATCHING CONTRIBUTIONS					
Profit Sharing	Option 1 ☐	Option 2 ☐	Option 3 ☐	Option 4 ☐	Option 5 ☒ (Complete if chosen)		
Matching	Option 1 ☐	Option 2 ☐	Option 3 ☐	Option 4 ☐	Option 5 ☒ (Complete if chosen)		
Less than One	0%	0%	100%	0%	0%	0%	0%
1	0%	0%	100%	0%	20%	20%	20%
2	0%	20%	100%	0%	40%	40%	40%
3	0%	40%	100%	20%	60% (not less than 20%)	60% (not less than 20%)	60% (not less than 20%)
4	0%	60%	100%	40%	80% (not less than 40%)	80% (not less than 40%)	80% (not less than 40%)
5	100%	80%	100%	60%	100% (not less than 60%)	100% (not less than 60%)	100% (not less than 60%)
6	100%	100%	100%	80%	100% (not less than 80%)	100% (not less than 80%)	100% (not less than 80%)
7	100%	100%	100%	100%	100% (not less than 100%)	100% (not less than 100%)	100% (not less than 100%)

NOTE: If no option is selected, Option 3 will be deemed to be selected for both Employer Profit Sharing Contributions and Matching Contributions.

The following vesting schedule will apply if this is a top-heavy Plan.

YEARS OF VESTING SERVICE		☐ Option 1	☐ Option 2
1		0%	0%
2		20%	0%
3		40%	100%
4		60%	100%
5		80%	100%
6		100%	100%

HOURS REQUIRED FOR VESTING

The number of Hours of Service you must be employed to complete a year of vesting service is **1000**.

The number of Hours of Service you must exceed to avoid a break in vesting service is **500**.

Employees shall be given credit for eligibility purposes for Hours of Service with the following predecessor employer(s): **Chino Hospital, Desert Valley Hospital, Sherman Oaks Hospital, Montclair Hospital, Vanguard Hospitals, Centinela Hospital and Paradise Valley Hospital.**

EXCLUSION OF CERTAIN YEARS OF VESTING SERVICE

All of your years of service will be counted for vesting of your Individual Account except the following (if checked).

- ☐ Years of service before you turn age 18.
☐ Years of service before the Employer maintained this Plan or a predecessor plan.
☐ Years of service when you did not make mandatory Nondeductible Employee Contributions.

FULLY VESTED CIRCUMSTANCES

You ☒ will ☐ will not become 100% vested if you die.

You ☒ will ☐ will not become 100% vested if you become disabled.

You ☐ will ☒ will not become 100% vested if you satisfy the Early Retirement Age requirements (if applicable).

FORFEITURES

Forfeitures of Employer profit sharing contributions will be:

- ☐ Allocated to the Individual Accounts of
☐ Qualifying Participants.
☐ All Participants.
☒ Applied to reduce Employer Contributions.

Forfeitures of Matching Contributions will be:

- ☐ Allocated to the Individual Accounts of
☐ Qualifying Contributing Participants.
☐ Qualifying Participants.
☐ All Participants.
☒ Applied to reduce Employer Contributions.

SECTION FIVE: DISTRIBUTIONS AND LOANS

*See Section titled **Distribution of Benefits, Claims Procedure and Loans** of the SPD Booklet.*

DISTRIBUTIONS Can you withdraw your Individual Account if you terminate employment before Normal Retirement Age?

Employer Profit Sharing Contributions	☒ Yes	☐ No
Elective Deferrals	☒ Yes	☐ No
Matching Contributions	☒ Yes	☐ No

Can you withdraw your Individual Account if you become disabled?

Employer Profit Sharing Contributions	☒ Yes	☐ No
Elective Deferrals	☒ Yes	☐ No
Matching Contributions	☒ Yes	☐ No

Can you withdraw your Individual Account if you reach Normal Retirement Age but continue to work?

Employer Profit Sharing Contributions	☒ Yes	☐ No
Elective Deferrals	☒ Yes	☐ No
Matching Contributions	☒ Yes	☐ No

Can you request a distribution from the Plan upon attainment of age 59½, even if you continue to work?

Employer Profit Sharing Contributions	☐ Yes	☐ No
	☒ Yes, if 100% vested in the Employer Profit Sharing Contribution distributed.	
Elective Deferrals	☒ Yes	☐ No
Matching Contributions	☐ Yes	☐ No
	☒ Yes, if 100% vested in the Matching Contribution distributed.	

Can you withdraw your Individual Account attributable to Employer profit sharing contributions during service?

- ☐ Yes.
- ☐ Yes, but only if you are 100% vested in Employer profit sharing contributions.
- ☐ Yes, but only if you have been a Participant in the Plan for ____ years and attained age ____.
- ☐ Yes, but only if you are 100% vested in Employer profit sharing contributions and have been a Participant in the Plan for ____ years and attained age ____.
- ☒ No.

Can you withdraw your Individual Account attributable to Matching Contributions during service?

- ☐ Yes.
- ☐ Yes, but only if you are 100% vested in Matching Contributions.
- ☐ Yes, but only if you have been a Participant in the Plan for ____ years and attained age ____.
- ☐ Yes, but only if you are 100% vested in Matching Contributions and have been a Participant in the Plan for ____ years and attained age ____.
- ☒ No.

Are you limited to one in-service distribution from your Individual Account attributable to Employer profit sharing contributions?

- ☐ Yes.
- ☐ Yes, but only if you are 100% vested in Employer profit sharing contributions.
- ☐ Yes, but only if you have been a Participant in the Plan for ____ years and attained age ____.
- ☐ Yes, but only if you are 100% vested in Employer profit sharing contributions and have been a Participant in the Plan for ____ years and attained age ____.
- ☒ No.

If "yes," the percentage you may withdraw is ____%.

Are you limited to one in-service distribution from your Individual Account attributable to Matching Contributions?

- ☐ Yes.
☐ Yes, but only if you are 100% vested in Matching Contributions.
☐ Yes, but only if you have been a Participant in the Plan for ____ years and attained age ____.
☐ Yes, but only if you are 100% vested in Matching Contributions and have been a Participant in the Plan for ____ years and attained age ____.
☒ No.

If "yes," the percentage you may withdraw is ____ %.

Can you withdraw your Individual Account attributable to Employer profit sharing contributions on account of hardship?

- ☐ Yes.
☒ Yes, but only if you are 100% vested in Employer profit sharing contributions.
☐ Yes, but only if you have been a Participant in the Plan for ____ years and attained age ____.
☐ Yes, but only if you are 100% vested in Employer profit sharing contributions and have been a Participant in the Plan for ____ years and attained age ____.
☐ No.

Can you withdraw your Individual Account attributable to Matching Contributions on account of hardship?

- ☐ Yes.
☒ Yes, but only if you are 100% vested in Matching Contributions.
☐ Yes, but only if you have been a Participant in the Plan for ____ years and attained age ____.
☐ Yes, but only if you are 100% vested in Matching Contributions and have been a Participant in the Plan for ____ years and attained age ____.
☐ No.

Can you withdraw rollover contributions at any time?

☒ Yes ☐ No

Can you withdraw transfer contributions at any time?

☒ Yes ☐ No

Can you withdraw Elective Deferrals on account of hardship?

☒ Yes ☐ No

FORM OF DISTRIBUTION

You may request a distribution of the vested portion of your Individual Account in the following forms.

- Lump Sum ☒ Yes ☐ No
Installment Payments ☐ Yes ☒ No
Annuity Contracts ☒ Yes ☐ No

Involuntary Cashout – If your Eligible Rollover Distribution does not exceed \$5,000, you will receive your distribution in the following manner.

- ☐ A single sum
☒ A Direct Rollover to an individual retirement arrangement (IRA)

**REA SAFE HARBOR/
QUALIFIED JOINT
AND SURVIVOR
ANNUITY**

Do the REA safe harbor provisions of the Plan apply?

☒ Yes ☐ No

If the REA safe harbor provisions do not apply, the survivor annuity portion of the Qualified Joint and Survivor Annuity will be ____ percent of the amount paid to the Participant prior to his or her death.

LOANS

Can you receive loans from the Plan? (If "yes," see attached Loan Information Sheet.) ☒ Yes ☐ No

SECTION SIX: DEFINITIONS

See Section titled **Definitions** of the SPD Booklet.

PLAN YEAR

The Plan Year end is 12/31.

HOURS OF SERVICE

Service will be determined on the basis of:

- ☒ Actual hours you are paid or entitled to payment.
☐ Days worked. You will receive credit for 10 Hours of Service for each day you are credited with at least one Hour of Service.

- ☐ Weeks worked. You will receive credit for 45 Hours of Service for each week you are credited with at least one Hour of Service.
- ☐ Semi-Monthly payroll periods worked. You will receive credit for 95 Hours of Service for each semi-monthly payroll period you are credited with at least one Hour of Service.
- ☐ Months worked. You will receive credit for 190 Hours of Service for each month you are credited with at least one Hour of Service.
- ☐ Elapsed time. You will receive credit for the period of time during which you are paid or entitled to pay from your Employer.
- ☐ Elapsed time, but only for purposes of determining your vested percentage. You will receive credit for the period of time during which you are paid or entitled to pay from your Employer.
- ☐ Elapsed time, but only for purposes of determining if you are eligible for the Plan. You will receive credit for the period of time during which you are paid or entitled to pay from your Employer.
- ☐ Elapsed time, but only for purposes of determining if you qualify to receive an Employer profit sharing contribution. You will receive credit for the period of time during which you are paid or entitled to pay from your Employer.

COMPENSATION Employer Profit Sharing Contributions

Compensation for each Participant will be determined over

☒ The Plan Year. ☐ The calendar year ending with or within the Plan Year. ☐ Other _____.

Does Compensation include or exclude the following amounts when determining the amount of Employer profit sharing contributions?

Cafeteria plan deferrals	☒ include	☐ exclude
Qualified transportation fringe benefit deferrals	☒ include	☐ exclude
401(k) plan deferrals	☒ include	☐ exclude
Salary deferral SEP plan deferrals	☒ include	☐ exclude
Tax-sheltered annuity plan deferrals	☒ include	☐ exclude

Compensation does not include the following: _____

Elective Deferrals

Compensation for each Participant will be determined over

☒ The Plan Year. ☐ The calendar year ending with or within the Plan Year. ☐ Other _____.

Does Compensation include or exclude the following amounts when determining the amount of Elective Deferrals?

Cafeteria plan deferrals	☒ include	☐ exclude
Qualified transportation fringe benefit deferrals	☒ include	☐ exclude
401(k) plan deferrals	☒ include	☐ exclude
Salary deferral SEP plan deferrals	☒ include	☐ exclude
Tax-sheltered annuity plan deferrals	☒ include	☐ exclude

Compensation does not include the following: _____

Matching Contributions

Compensation for each Participant will be determined over

☒ The Plan Year. ☐ The calendar year ending with or within the Plan Year. ☐ Other _____.

Does Compensation include or exclude the following amounts when determining the amount of Matching Contributions?

Cafeteria plan deferrals	☒ include	☐ exclude
Qualified transportation fringe benefit deferrals	☒ include	☐ exclude
401(k) plan deferrals	☒ include	☐ exclude
Salary deferral SEP plan deferrals	☒ include	☐ exclude
Tax-sheltered annuity plan deferrals	☒ include	☐ exclude

Compensation does not include the following: _____

Compensation will generally mean

- ☒ Only compensation paid to the Employee after becoming a Participant.
- ☐ All of a Participant's Compensation.

NORMAL RETIREMENT AGE Normal Retirement Age under the Plan is
☒ Age **65**.
☐ Later of age _____ or the _____ anniversary of your participation in the Plan.

EARLY RETIREMENT AGE Early Retirement Age ☒ does ☐ does not apply to this Plan.

You will satisfy the Early Retirement Age conditions when you
Attain age **59** and complete **5** years of vesting service.

REQUIRED BEGINNING DATE Your Required Beginning Date for required minimum distribution (RMD) purposes is the following.

If you own more than five percent of your Employer, your Required Beginning Date is April 1 of the calendar year following the year you reach age 70½.

If you own five percent or less of your Employer, your Required Beginning Date is:

☐ April 1 of the calendar year following the year you reach age 70½.

☒ April 1 of the calendar year following the later of the year you reach age 70½ or retire.

(See your Plan Administrator if you have any questions concerning your Required Beginning Date. Also see your Plan Administrator for more information on your new Required Beginning Date for RMDs if you already reached age 70½, have begun RMDs, and you have not yet separated from service.)

SECTION SEVEN: MISCELLANEOUS

See Sections titled Miscellaneous of the SPD Booklet.

INVESTMENT DIRECTION

Can you direct the investment of your Individual Account? ☒ Yes ☐ No

If "yes," what investment options are available?

☒ Only those investment options designated by the Plan Administrator.

☐ Any allowable investment.

If "yes," then which accounts can you direct?

☐ Those accounts the Plan Administrator may designate from time to time in a uniform and nondiscriminatory manner.

☒ The entire Individual Account.

☐ The following accounts: _____

You may make changes to the investments within your Individual Account with the following frequency.

☐ In accordance with uniform and nondiscriminatory rules established by the Plan Administrator.

☒ Daily.

☐ Monthly.

☐ Quarterly.

☐ Other _____

(See your Plan Administrator for additional rules and procedures that will apply.)

PLAN ADMINISTRATOR

The Employer is usually the Plan Administrator. This section will be completed only if the Employer is not the Plan Administrator.

Name (if not the Employer) _____

Address _____

Business Telephone _____

AGENT FOR SERVICE OF LEGAL PROCESS

Name **Roger Krissman**

Address **16850 Bear Valley Road, Victorville, CA 92395**

NOTE: The agent for service of legal process is the person upon whom any legal papers can be served. Service of legal process may be made upon a Plan Trustee or the Employer/Plan Administrator.

SECTION EIGHT: TRUSTEE

TRUSTEE(S) Name **Frontier Trust Company**

Title _____

Business Address **1126 Westrac Drive, Fargo, ND 58103**

Name _____

Title _____

Business Address _____

Name _____

Title _____

Business Address _____

Name _____

Title _____

Business Address _____

INDEX

ARTICLE/PARAGRAPH	PAGE
Acts of Gross Misconduct	17
Additional Representation Rights	19
Appendix A – Specialty Nurses	53
Appendix B – Per Diem Requirements	55
Appendix C – In-House Registry Program	56
Appendix D – Weekend Bonus	58
Appendix E – 401(k) Retirement Savings Plan SPD	59
Arbitration	13
Article 1 Recognition	1
Article 2 Union Representation	1
Article 3 Employee Status	3
Article 4 Seniority	4
Article 5 Job Postings and Filling of Vacancies	6
Article 6 Non-Discrimination	8
Article 7 Harassment	8
Article 8 Patient Care Advocacy, Supervision and Professional Responsibility	9
Article 9 Grievance and Arbitration procedure	12
Article 10 Corrective Action Process and Discipline	14
Article 11 Hours of Work, Overtime, and Scheduling	19
Article 12 Floating	25
Article 13 Compensation	26
Article 14 Minimum Rates	28
Article 15 Benefit Plans	28
Article 16 Holidays	31
Article 17 Health and Safety	32

Article 18 Education Benefits	34
Article 19 Leaves of Absence	36
Article 20 Job Security	41
Article 21 Management Rights	41
Article 22 Subcontracting	43
Article 23 Union Security	43
Article 24 Strikes and Lockouts	45
Article 25 Notices	45
Article 26 Savings Clause	46
Article 27 Entire Agreement	46
Article 28 Term	46
Association Representative	1
Benefits on Union Leave	37
Bereavement Leave	39
Bulletin Board	3
California Kin Care	30
Cancellation	20
Cancellation Tracking	21
Charge Nurse	26
Communicable Diseases	33
Corrective Action Documentation	18
Corrective Action Process	14
Counseling	33
Deduction & Remittance of Union Initiation Fees & Dues	44
Definition (Grievance and Arbitration Procedure)	12
Disciplinary Notices, Rebuttal, and Inspection of Personnel Files	18
Education Leave with Pay	35

Eligibility for PTO	29
401(k) Retirement Savings Plan	31
Failure to Make Required Payments	44
Family Leave	40
Fire & Safety	32
Full-Time Registered Nurse	3
Hazardous Conditions	33
In-Service Education	34
Investigatory Suspension	17
Jury Duty	39
Just Cause	14
Layoff	5
Letter of Agreement #1 – Superfloat Staff Grandfather Agreement	50
Letter of Agreement #2 – Wages – Retroactive Pay	50
Letter of Agreement #3 – Employee Contribution to Medical Premium	50
Letter of Agreement #4 – Shift Differentials	52
Letter of Agreement #5 – Extended Illness Program Agreement	52
Level 1 – Verbal Reminder	15
Level 2 – Individual Corrective Action Plan	15
Level 3 – Decision Making	16
Level 4 – Termination	17
Maintenance of Benefits	28
Mandatory Meetings	23
Mandatory Overtime	19
Maternity Leave	40
Mileage Allowance	28
Military Leave	40

National Certification Incentive	36
New Bargaining Unit Classifications	7
New Position Trial Period	7
Notice of Termination	7
Occupational Injury or Illness Leaves of Absence	40
Other Leaves	37
Overtime Pay	20
Paid Time Off (PTO)	29
Part-Time Registered Nurse	3
Patient Care Committee	10
Patient Care Committee Composition	10
Patient Care Committee Meetings	10
Patient Care Committee Purpose	10
Patient Care Committee Responsibilities	11
Patient Classification System Annual Review	10
Patient Needs Staffing System	9
Paycheck Clerical Errors	26
Per Diem Registered Nurse	4
Performance of Bargaining Unit Work by Others	12
Performance of Supervisory Duties	11
Philosophy (Corrective Action Process)	14
Position Posting	6
Preceptor Differential	26
Probationary Registered Nurses	19
Procedure (Grievance and Arbitration Procedure)	12
Process (Corrective Action Process)	15
Promotion to Specialty Registered Nurse	26

Protection of Bargaining Unit Hours	12
PTO Accrual	29
Purpose (Corrective Action Process)	15
Record of Conference Form	18
Relief Charge Nurse	26
Relief in a Higher Classification	23
Reporting Pay	22
Rest and Meal Periods	21
Return to Work from Union Leave	37
Right to Discipline	18
Safety Committee	32
Sale of PTO	30
Scheduling and Use of PTO	30
Security	32
Selection	6
Seminars	36
Service Bonus	27
Shift Premiums	27
Signatures	48
Split and Rotating Shifts	23
Staff Representatives	2
Staffing	9
Standby Pay	27
State and Federal Wage and Hour Laws	19
Step 1 (Grievance and Arbitration Procedure)	12
Step 2 (Grievance and Arbitration Procedure)	12
Step 3 (Grievance and Arbitration Procedure)	13

Successorship Protection	41
Termination of Employment	30
Time Limits (Grievance and Arbitration Procedure)	14
Time Off for Parents	41
Transfer Option	41
Transition to Corrective Action Process and Discipline	17
Tuition Reimbursement	35
Uniforms	32
Union Leave	36
Union Membership as a Condition of Employment	43
Unscheduled PTO	30
Use of Facility Conference Rooms	3
Utilization of Documentation	17
Vacation Scheduling	24
Voting Time Off	40
Weekends	23
Witness Pay	40
Work in Supervisory Classifications	26
Work Schedules	22
Workers' Compensation and Other Disability Payments	30
Workplace Violence	34
Written Disciplinary Action	18

NOTES