

CRONA Comprehensive Package Proposal April 28, 2010

This is a package proposal. Each of the various items listed below can only be accepted as part of the total package and not individually.

CRONA reserves the right to add to, delete from, modify this proposal, or withdraw it at any time, in whole or in part, if it has not been accepted in full by the hospitals.

1. Wages (SHC and LPCH Appendix A).

A. Effective upon ratification of the Agreement, a Clinical Nurse III wage scale shall be created which is equal to the Staff Nurse III wage scale in effect on March 31, 2010. the day prior to the ratification of the Agreement. Effective upon ratification of the Agreement, a Clinical Nurse IV wage scale shall be created which is equal to the Staff Nurse IV wage scale in effect on March 31, 2010. the day prior to ratification of the Agreement.

B. First contract year

1. ~~A 5% wage increase across the board, effective April 1, 2010.~~
2. ~~In addition, nurses who qualify for Clinical Nurse III and IV will be eligible to a lump sum payment, equal to 1.5% payable for each quarter in which the nurse was a Clinical III or IV. The lump sum payment shall be made in the paycheck for the second pay period following the end of each quarter, based on the nurse's total earnings during the preceding quarter. To be eligible for a quarterly payment the nurse must have been employed on the final day of the quarter.~~

Accept hospitals' proposals of March 30, 2010, except that new wage scales will be retroactive effective the pay period beginning closest to April 1, 2010).

C. Second contract year

1. ~~5% wage increase across the board, effective April 1, 2011.~~
2. ~~In addition, nurses who qualify for Clinical Nurse III and IV will be eligible to a lump sum payment, equal to 1% payable for each quarter in which the nurse was a Clinical III or IV. The lump sum payment shall be made in the paycheck for the second pay period following the end of each quarter, based on the nurse's total earnings during the preceding quarter. To be eligible for a quarterly payment the nurse must have been employed on the final day of the quarter.~~

Accept hospitals' proposals of March 30, 2010, except that new wage scales will be effective the pay period beginning closest to April 1, 2011).

D. Third contract year

1. A ~~5%~~ wage increase across the board for Staff Nurse I, Clinical Nurse II, Clinical Nurse III and Clinical Nurse IV, effective April 1, 2012, unless the Bay Area CPI during calendar year 2011 is 4% or more, in which case the wage increase across

~~the board will be 2% more than the CPI increase (i.e., 4% CPI = 6% across the board), but with a cap of 7%.~~

2. A ~~3%~~ wage increase for Staff Nurse III and Staff Nurse IV, effective April 1, 2012, unless the Bay Area CPI during calendar year 2011 is 4% or more, in which case the wage increase across the board will be the CPI increase (i.e., 4% CPI = ~~4%~~ across the board), but with a cap of 5%.

Accept hospitals' proposals of March 30, 2010, except that new wage scales will be effective the pay period beginning closest to April 1, 2012).

2. Retiree Medical Insurance:

For Category D, increase the Retiree Health Reimbursement Account per Hospitals' proposal of 3/26/2010 effective April 1, 2010. Effective April 1, 2010, for categories B and C increase the current employer contribution by 15% for the duration of the contract. Retiree medical insurance with these changes will be included in the contract. Any improvements in the medical retiree insurance will also be offered to CRONA.

3. Employee Retirement Plan: Effective April 1, 2010, increase Hospital match for nurses with 10 years of retirement eligible service per Hospitals' proposal of 3/26/2010/ Accept hospitals' proposal for employer contribution for relief nurses. ~~CRONA proposal of 2/17/2010 re: SHC 9.16.2 © and LPCH 8.16.2 © (default deduction).~~

4. Staff Reductions, Layoff and Seniority Accrual and Application (SHC Sections ~~31 and 32~~; LPCH Section 29 and 30): As set forth in CRONA proposals dated 2/12/10, (SHC Section ~~31~~; LPCH Section 29) and 2/23/10 (SHC Section ~~32~~; LPCH Section 30). Accept hospitals' proposal.

5. Differential For Relief Nurses. Accept hospitals' proposal to increase Relief Nurse differential to \$5.50 per hour. Increase to be effective April 1, 2010.

6. Step Increases (SHC Section 7/1/10 and Appendix !). As set forth in paragraph 8 of CRONA's initial proposals dated 1/25/10.

7. 8/12 Hour Staffing Mix (LPCH Appendix B). As set forth in paragraph 9 of CRONA's initial proposals dated 1/25/10.
8. Health, Welfare and Safety (SHC Section 30; LPCH Section 28): ~~As set forth in CRONA proposal provided on 3/8/10.~~ Add 30.4 If sent home by the Employer due to symptoms related to an epidemic, the absence will not be counted against the nurses' attendance record.
9. Grievance and Arbitration (SHC Section 24- LPCH Section 23). As set forth in CRONA's proposal dated 2/14/10.
10. Performance Evaluation (SHC Section 22; LPCH Section 21): ~~As set forth in attached proposal.~~ Accept hospitals' proposal.
11. Written Warnings and Discipline (SHC Section 23; LPCH Section 22): As set forth in CRONA proposal dated 2/14/10.
12. Educational Assistance (SHC Section 10.4.2): As proposed by SHC on 2/2/10.
13. Nurse Information Centers (SHC Section 21; LPCH Section 20): As proposed by SHC and LPCH on 2/2/10.
14. In-House Registry Nurse Pilot Program: To be deleted.
15. PTO
 - d. PTO will accrue at the rates set forth in the hospitals' proposal of 3/9/10/
 - e. PTO will accrue ~~on all paid hours, up to 80 hours in a bi-weekly period as per hospitals' proposal on 3/30/10.~~
 - c) ~~No cap on the number of hours in any week on which PTO can accrue.~~
 - d. Shift differential shall be paid on all uses of PTO, including cash-outs from the cash-out or regular PTO accounts.
 - e. A Staff Nurse who has a balance of 480 PTO hours, and is denied his/her PTO request, has the option of using PTO within 90 days or be paid up to 80 hours. ~~Vacation policies will be included in the CBA. Nurses shall be entitled each year to at least the following vacation:~~
 - ~~0-3 years of service — 4 weeks~~ 4-9
 - ~~years of service — 5 weeks~~ 10 or more
 - ~~years of service — 6 weeks~~

- f. Nurses with more than ~~420-360~~ hours as of the 180th day after ratification will have the balance transferred to a PTO cash-out account.
- g. When a nurse gets to 520 hours in her/his regular PTO account, she/he will receive a cash-out of 40 hours, including shift differential.
- h. Use of PTO will be voluntary, except for cash-outs from regular account at 520 hours.
- ~~c) Each pay check shall show the amount of PTO cashed out during the pay period and the balance for the nurse's regular and cash-out PTO accounts.~~
- j. Hospitals' cash-out PTO proposal (subsection M) accepted as modified above.

16. Extended Sick Leave (ESL) – Okay except for the following:

- ~~j.~~ ESL will accrue on the basis on all paid hours.
- ~~k.~~ Use of PTO is optional.

17. Leave of Absence – Okay except for the following:

- j. Bereavement Leave – Add son in-law and daughter in-law as “immediate family” and add “Time off may be granted at the discretion of the Manager in the event of a death, funeral or memorial of a family member not listed above.”
- ~~b.~~ Medical Leave – Agree in concept
- ~~c.~~ Pregnancy Leave – Delete “not to exceed the nurse's normal pay.”
- ~~d.~~ Personal Leave of Absence – Delete last sentence of (a).
- ~~e.~~ Procedures – Change last sentence of subsection (1) to read “The request shall state the specific type of leave, and shall provide supporting information.”
- f. Duration of Leave – Strike hospitals' change.
- g. SHC Section 15.10; LPCH Section 14.10 – Language as in current CBA.

18. Internal Transfer Request (SHC Section 19; LPCH Section 18): ~~As set forth in the attached proposal.~~
Accept the hospital proposal.

19. PNDP: As set forth in CRONA proposal dated 3/29/10 with the following changes:

- b. Include Performance Appraisal in the Summary Requirement, page 8.
- c. Qualifications: A Diploma or ADN nurse with less than 10 years of service at entity will be required to have a nationally-recognized specialty certification in his/her area of practice.
- d. Inter and Intra Department Transfers: A nurse who transfers to any nursing unit will maintain his/her current Clinical Nurse status, but must apply for and obtain Clinical Nurse

III or IV status in the new unit within 9 months from the date of transfer if he/she wishes to maintain or be promoted to clinical nurse status.

e. Points will be obtained every year contingent on the parties agreeing on the point system.

f. Clinical Nurse III will appear before the panel contingent on the parties agreeing to an appeals process or acceptable voting process.

20. PNDP Transition Period:

b. Effective upon ratification of 2010-2013 agreement the Staff Nurse II classification will be renamed Clinical Nurse II and appropriate changes will be made throughout the agreement.

c. Effective upon ratification of the 2010-2013 Agreement, nurses who are currently Staff Nurse III or Staff Nurse IVs may retain their status as of that date, so long as they meet and continue to meet the existing criteria, but a Staff Nurse III may not advance to the Staff Nurse IV classification nor may a Staff Nurse IV go to the Staff Nurse III status. No new Staff Nurse III or IV positions shall be awarded under the existing criteria. If a nurse fails to meet the existing criteria for his/her status during the term of the 2010-2013 agreement as a Staff Nurse III or IV, he/she shall be converted to a Clinical Nurse II status and placed on the step on the Clinical Nurse II wage scale that is commensurate with his/her service or prior experience credit (e.g. if he/she is on step 5 of the Staff Nurse IV wage scale, but fails to meet the criteria for that status, he/she will be placed at step 5 of the Clinical Nurse II wage scale). Any nurse who feels he/she was unjustly converted to Clinical Nurse II from Staff Nurse III or IV may utilize the grievance process.

d. Nurses who apply for and are accepted for Clinical Nurse III or IV status under the new PNDP program will be placed on the step on the appropriate Clinical Nurse III or IV scale commensurate with their service or prior experience credit (e.g. if they are on step 5 of the staff II wage scale and are accepted as a Clinical III or IV, they will be placed on the step 5 of the applicable wage scale).

The Nurse Practice Committee shall discuss, and implement additions and/or revisions to the PNDP and to the Staff Nurse criteria, and create criteria for Clinical Nurse II. If agreement is not reached, the matter will be referred to the Vice President of Nursing and the President of CRONA for a final decision. No changes will be made, or criteria created, unless both parties agree in writing.