


# TENTATIVE AGREEMENT

Part of Full Tentative Agreements to Articles: 8, 13, 15, 19, 31; and Appendices: B, NPs, and RN Educators

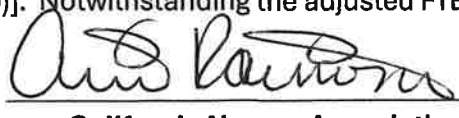
## **APPENDIX ## – EDUCATORS**

Notwithstanding anything to the contrary in the Agreement, the RN Educators covered by the Agreement shall be treated and compensated in the following manner:

1. Continued Recognition: The Employer recognizes the Union as the exclusive bargaining representative of RN Educators covered by the Agreement pursuant to Article 1.
2. Professional Duties: The Employer's RN Educators are persons employed in a professional, executive and/or administrative capacity in the field of medicine who are primarily responsible for instructing, administering, training, educating, and observing RNs and evaluating and assessing the skills and educational needs of RNs. RN Educators also have input on the skills competency and work performance of RNs and make recommendations on clinical advancement opportunities for RNs. RN Educators also develop quality assurance and performance improvement processes and participate in the development and implementation of education and certification programs within the Employer. RN Educators' regular duties require customary and regular exercise of discretion and independent judgement within their scope of practice, and RN Educators' have autonomy in the performance of their regular duties and perform such regular duties under only general supervision. The RN Educator position places strong emphasis on bridging educational needs with clinical performance in patient care areas. RN Educators develop a comprehensive plan for meeting the educational needs of the staff in their unit and carry out that plan to support high quality and excellence in patient care.
  - a. Due to the nature of RN Educators roles and responsibilities, irrespective if they are paid on an hourly or salary basis, the Floating provisions of Article 12 do not apply to RN Educators, who work as and where assigned in accordance with the requirements of their position and patient assignments.
3. Salary Basis: The parties agree and acknowledge that each of the RN Educators employed by the Employer are expected to and do perform duties and otherwise meet the criteria which qualifies them to be considered "exempt" for overtime under the Fair Labor Standard Act, the California Labor Code and California Industrial Welfare Commission Order Number 5 Sections 1(B). All RN Educators have been and, with the exception of employees working under a Per Diem or other specified hourly capacity, shall continue to be compensated on a salary basis and shall be exempt from any overtime premiums.
  - a. Salaries: For the avoidance of doubt, RN Educators working under any of the salaried pay plans identified shall be paid on a salary basis and shall receive a weekly salary, paid bi-weekly, in accordance with the Employer's payroll practices and the applicable chart in Paragraph 5 below.
  - b. FTE Salaries: Due to the fluctuating needs of departments and/or individual requests or needs of the RN Educators, some RN Educators may be hired at a full time equivalent ("FTE") less than 1.0, with FTEs anywhere between .5 to .9. In such circumstances the RN Educators' salary shall be based on their allocated full time equivalent; for example a .9 FTE RN Educator whose years of experience would paid a bi-weekly salary of \$4,000 according to the salary chart in Paragraph 6 below would receive weekly salary of \$3,600  $[(.9 \times \$4,000.00)]$ . Notwithstanding the adjusted FTE

  
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Employer 1/23/26

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salary, the RN Educators shall be classified as exempt and nothing about adjusted salary in any way alters or impacts the exempt nature of their work.

- c. Flexible Work Schedule: Given the nature of their work, salaried RN Educators shall have the flexibility, in consultation with their supervisor, to self-schedule their work day as necessary to meet the requirements of their job and their schedule and hours will fluctuate accordingly with salaried RN Educators working an average of thirty-five (35) to forty-five (45) hours per week, with mutual recognition that sometimes work requirements may at times result in less or more hours in a week as necessary. Salaried RN Educators shall not be required to work excessive hours. Should a salaried RN Educator believe their workload is unmanageable, they may request a meeting with their supervisor, Human Resources, and a Nurse Representative or Labor Representative to discuss.
- d. No Additional Compensation: The RN Educators' salary shall constitute the full monetary contractual compensation due to RN Educators under this Agreement. For the avoidance of doubt the RN Educators shall not be entitled to overtime compensation, shift differentials, shift bonuses, relief coordinator pay, preceptor pay, stand-by pay, call back pay or any similar differentials or additional compensation whether under this Agreement or otherwise. Accordingly, Article 11 and Article 18 Section F, do not apply to salaried RN Educators, however, the remainder of Article 18 does apply. Likewise, Articles 13 and Article 16 do not apply, except for the sections specified below. In Article 13, only Sections B., C.1-3, 5, D., K., L., M. and P. apply to salaried RN Educators. In Article 16, only Section C. applies to salaried RN Educators.

This shall not preclude the Employer from offering RN Educators additional compensation as needed to address patient care and/or operational needs. Should the Employer provide such additional compensation, the Employer will notify the Union, and the Union will be given an opportunity to meet and confer with the Employer within 30 days of the Hospital's notice. The Employer may continue to provide such additional compensation following notice and continuing through the parties meet and confer process.

- 4. Per Diem RN Educator Classification: To accommodate the various scheduling needs of the Employer and provide added occupational flexibility to RN Educators the parties established Per Diem RN Educator classifications. The Per Diem RN Educators are RN Educators who, like the other RN Educators, meet the duties and other requirements of an exempt employee but who will be scheduled on a per shift basis and paid an hourly rate in accordance with the applicable chart in Paragraph 5 below.
  - a. Scheduling and Overtime: The Per Diem RN Educators, except as noted below, shall be scheduled and entitled to premium overtime pay in accordance with Articles 11 and 13.
  - b. Additional Compensation: The Per Diem RN Educators' hourly wage together with any applicable shift differential under the Agreement (including any applicable overtime) shall constitute the full monetary compensation due to RN Educators

  
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under this Agreement. Accordingly, the provisions of Article 13, Sections A, C.4., G, H., N., and O do not apply to Per Diem RN Educators.

5. Salary and Wages Rates:

a. Wage Increases

Each salaried RN Educator covered by this Agreement will receive increases to his/her base rate of pay pursuant to Article 13.A.1, 13.A.3, and Appendix B.

b. Credit for Past Experience

RN Educators will receive Credit for Past Experience pursuant to Article 13, Section A.2.

c. Per Diem Pay

Effective the first full pay period following ratification and each of these dates, July 1, 2026 and July 1, 2027 and July 1, 2028, Per Diem RN Educators covered by this Agreement will receive an increase to their base rates of pay up to the RN Educator current step according to the contractual Per Diem wage scale in Appendix B.

  
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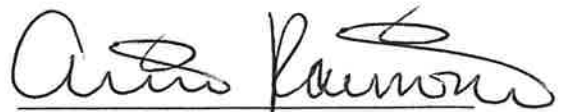
**For The Employer**

PATRICK ZVARA

**By**

1/23/26  
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**Date**

  
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**For California Nurses Association**

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**By**

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**Date**