


# **TENTATIVE AGREEMENT**

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

## **APPENDIX ## – NURSE PRACTITIONERS**

Notwithstanding anything to the contrary in the Agreement, the nurse practitioners covered by the Agreement, including those classified as “Nurse Practitioners”, “Critical Care/Step-Down Nurse Practitioners”, “Non-Critical Care Nurse Practitioners” and “Transplant Coordinator III (NP)s”; collectively, “NP”s, shall be treated and compensated in the following manner:

1. **Continued Recognition:** The Employer recognizes the Union as the exclusive bargaining representative of NPs covered by the Agreement pursuant to Article 1.
2. **Professional Duties:** The Employer’s NPs are persons employed in a professional capacity in the field of medicine, certified and licensed as nurse practitioners, who are primarily engaged in performing duties for which certification is required pursuant to Article 8 of Chapter 6 of Division 2 of the California Business and Professions Code. NPs regular duties require customary and regular exercise of discretion within their scope of practice.
  - a. Due to the nature of NPs roles and responsibilities, irrespective if they are paid on an hourly or salary basis, NPs work consistent with their applicable hospital privileges and patient populations designated within those privileges. Accordingly, the Floating provisions of Article 12 do not apply to NPs.
3. **Salary Basis:** The parties agree and acknowledge that each of the NPs 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 Section 1(B)(3)(g)(iii). All NPs 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, NPs 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 NPs, some NPs may be hired at a full time equivalent (“FTE”) less than 1.0, with FTEs anywhere between .5 to .9. In such circumstances the NP’s salary shall be based on their allocated full time equivalent; for example a .9 FTE NP 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 salary, the NPs 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 NPs 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 NPs 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 NPs shall not be required to work excessive hours. Should a salaried NP believe their workload is unmanageable, they may request a meeting with their supervisor, Human Resources, and a Nurse Representative or Labor Representative to discuss.

  
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- d. No Additional Compensation: The NPs' salary shall constitute the full monetary contractual compensation due to NPs under this Agreement. For the avoidance of doubt the NPs 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 NPs, 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 A.1, A.3, B., C.1-3, 5, D., K., L., M. and P. apply to NPs. In Article 16, only Section C. applies to NPs.

This shall not preclude the Employer from offering NPs 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. Hourly NP Classifications: To accommodate the various scheduling needs of the Employer and provide added occupational flexibility to NPs the parties established hourly NP classifications. The Hourly NPs are nurse practitioners who, like the other NPs, 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 Hourly NPs, except as noted below, shall be scheduled and entitled to premium overtime pay in accordance with Articles 11 and 13.
- b. Additional Compensation: The Hourly NPs hourly wage together with any applicable shift differential, extra shift bonus, preceptor pay, and on-call pay under the Agreement (including any applicable overtime) shall constitute the full monetary compensation due to NPs under this Agreement. Accordingly, the provisions of Article 13, Sections A., G., N., and O. do not apply to hourly NPs.


5. Salary and Wages Rates:

a. Wage Increases

Each Full Time and Part Time NP covered by this Agreement will receive increases to his/her base rate of pay pursuant to Article 13.A.1, Article 13.A.3, and Appendix B.

b. Credit for Past Experience

- i. Current NPs shall retain their existing Step progression and years of experience.
- ii. NPs hired into an NP role after the ratification of this Agreement will be paid at the appropriate rate on the steps, based on the NP's years of experience utilizing the following criteria:

  
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1. One year for each year the NP has worked as a nurse practitioner without a break in nurse practitioner employment of greater than five (5) years.
  - a. A nurse practitioner who has had a break in nurse practitioner employment for five (5) years or more may receive one (1) year credit for each two (2) years of experience prior to the break as determined on a case-by-case basis, at the Employer's discretion.
2. A nurse practitioner may receive one (1) year credit for each three (3) years of relevant experience as an acute-care registered nurse not in a nurse practitioner role, up to a maximum of five (5) years of credit. However, a nurse practitioner who was employed by the Employer as an RN at the time of ratification, and who was enrolled in and began courses in a nurse practitioner program by December 31, 2026, will continue to receive credit based on Article 13.A.2, and not based on this section.
3. Per Diem NP Years of Experience will be calculated at the time a Per Diem NP applies and is accepted for a Full-time or Part-time position with the Employer utilizing the criteria noted above. However, in calculating Years of Experience, a Per Diem NP who at the time of being accepted into the Full-time or Part-time position, has not consistently met the Per Diem commitment for the previous twelve (12) months will receive one (1) year credit for each two (2) years of experience in the Per Diem role.

Non-USC Per Diem NP new hires who have worked less than 900 hours per year in either an agency or hospital setting will receive one (1) year credit for every two (2) years of experience in the Per Diem role.

- iii. The above encompasses all components for calculating credit for years of nurse practitioner experience. No other factor(s) will be considered.
- iv. NPs employed at the time of the ratification of this Agreement will retain the Years of Experience they currently have.

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 NPs covered by this Agreement will receive an increase to their base rates of pay up to the NPs current step according to the contractual Per Diem wage scale in Appendix B.

  
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For The Employer

Patrick ZVACA  
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By

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Date

  
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For California Nurses Association

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