

TENTATIVE AGREEMENT

Part of Package Supposal for Tentative Agreements to Articles 1, 12, 14, 16, 24, and Appendix C

ARTICLE 1 – RECOGNITION

Keck Hospital of USC (“Keck”) and USC Norris Cancer Hospital (“Norris”), each separately licensed acute-care hospitals (collectively, “Hospitals”), owned and operated by Keck Medical Center of USC (“Employer”), a California non-profit public benefit corporation or “Employer”), recognizes the California Nurses Association (“Association” or “Union” or “CNA”) as the exclusive collective bargaining representative of the registered nurses and nurse practitioners (“Registered Nurses”) employed by the Employer in the following bargaining unit:

Included: All Full Time, Part Time, and Per Diem Registered Nurses, including those who serve as Relief Charge Nurses, employed by the employer at its hospital facilities at 1500 San Pablo Street, Los Angeles, California, and at the Outpatient Surgery Center (also known as the Surgery Center), located on the ground floor of the HC4 at 1450 San Pablo Street, Los Angeles, California, and at its hospital facility located at 1441 Eastlake Avenue, Los Angeles, California and all Full Time, Regular Part Time, and Per Diem Organ Transplant Hospital Clinic Coordinator Registered Nurses and Organ Transplant Nurses Practitioners.

Excluded: All other employees, confidential employees, physicians, residents, business office employees, health information employees, and employees of any other USC entity, employees of outside registries and other agencies supplying labor to the Employer, already represented employees, regularly assigned charge nurses, guards, managers and supervisors as defined in the National Labor Relations Act.

Nothing in this Agreement shall be deemed or construed to preclude regularly assigned charge nurses from performing those Registered Nurse duties currently performed by such charge nurses.


The parties agree that competent performance of the essential functions of bargaining unit direct care Registered Nurses as determined by registered nursing and hospital licensing law and regulation requires the application of scientific knowledge and technical skill in the physical, social and biological sciences and the exercise of independent, discretionary judgment by the direct care Registered Nurse in the interest of the assigned patient.

Therefore, the Employer agrees it will not challenge the bargaining unit status of any Nurse covered by this Agreement, claim that any Nurse covered by this Agreement exercises supervisory authority within the meaning of the National Labor Relations Act, assign duties to or remove direct patient care duties and responsibilities from any Nurse for the purpose of removing that Nurse from the bargaining unit, or eliminate or remove from bargaining unit Nurses the direct care responsibilities of Registered Nurses described in the preceding paragraph. Finally, the Employer also agrees that during the term of this Agreement it will not challenge the Association’s right to represent any Nurse covered by this Agreement based on a claim that such Nurse is a supervisor within the meaning of the National Labor Relations Act.

It is agreed by the parties that the reference to “essential functions” above does not affect or limit the Employer’s interpretation of such term for purposes of fulfilling its obligations under federal and state disability law.

SIDE LETTER #1 – CLARIFICATION OF ARTICLE 1 – RECOGNITION

[Expired and Not Renewed]



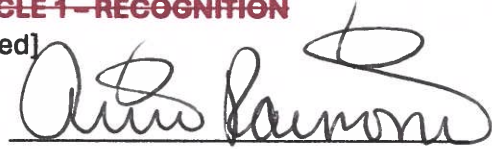
For The Employer

Patrick Zvara

By

10/3/25

Date



For California Nurses Association

Arin Rainone

By

10/3/25

Date