

# TENTATIVE AGREEMENT

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

## ARTICLE 14 – TIME OFF

### A. PAID TIME OFF ACCRUAL

1. Full Time Registered Nurses shall accrue Paid Time Off hours at a rate based upon Years of Benefitted Service as follows:
  - a. First ~~day~~ through fourth year of continuous service as a benefits-eligible Registered Nurse at the rate of twelve (12) hours per month up to a maximum of two hundred eighty eight (288) hours;
  - b. Fifth through ninth year of continuous service as a benefits-eligible Registered Nurse at the rate of sixteen (16) hours per month to a maximum of three hundred eighty four (384) hours.
  - c. Ten or more years of continuous service as a benefits-eligible Registered Nurse at the rate of twenty (20) hours per month to a maximum of four hundred eighty (480) hours.
2. A Registered Nurse starts accruing paid time off after the first month of employment. Thereafter, accrued paid time off may be carried forward, but may not exceed the amount a Registered Nurse would have accrued in a two (2) year period. Accrual of paid time off will cease when the maximum is reached and will resume when accruals fall below the maximum.
3. A Registered Nurse whose core schedule is less than 100% will have the rate of accrual pro-rated based on the percentage of time worked except in the case of a Full-time Registered Nurse on a twelve (12)hour alternative work schedule who will accrue at 100% of the rate.
4. Paid Time Off hours must be used for any scheduled or unscheduled time off from work that a nurse requests. Paid Time Off may be combined with Holiday Time Off and Winter Recess Leave. Paid Time Off Hours may also be combined with any disability benefits to allow nurses to be paid for 100% of their regular scheduled earnings. Paid Time Off may be used by the nurse for any time off initiated by the hospital (i.e., Call Off, Flex Off).
5. Consistent with Hospital policy, Registered Nurses will be allowed to cash out up to one-half of their anticipated next year's annual PTO accrual in the year before the year that the cashed-out PTO will be earned, provided they must have at least 120 hours of PTO in their bank at the time of distribution and will have any election amount reduced to maintain the minimum. To participate in this cash out option, Registered Nurses must make their elections during the benefits open enrollment period in the prior calendar year. Registered Nurses participating in PTO cash out will be allowed to elect the number of hours they want to cash out on four occasions: the first check of the month of March, June, September, and December with an understanding that a Registered Nurse may not elect to cash out more than the number of hours they will have accrued in the calendar year at the time of cash out. To meet IRS guidelines, once the PTO Cash-Out open enrollment period has expired,

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~~these elections are irrevocable eighty (80) hours of Paid Time Off on four occasions: the first check of the months of March, June, September, and December. Requests must be submitted to payroll, no later than two weeks prior to the date of the paycheck. Registered Nurses must have at least one hundred twenty (120) hours of Paid Time Off in their bank at the time of each distribution. Registered Nurses shall not incur penalties for any cash out of PTO.~~

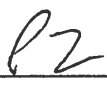
If a Registered Nurse experiences an emergency or exigent need beyond their control but has not timely elected to cash out their PTO pursuant to this process, the Registered Nurse may request a meeting with Human Resources. Human Resources will continue its practice of meeting with the Registered Nurse to explore options available to the Registered Nurse (and their Association representative, if requested), including Care for the Caregiver or other such programs that may be available at the time.

5.6. Actual rates and maximum accruals are reflected in Appendix C attached.

Effective the first full pay period following ratification of this Agreement all Organ Transplant Hospital Registered Nurses and Organ Transplant Hospital Nurse Practitioners will transition from Vacation Time to PTO as outlined above in Section A Paid Time Off Accruals. Organ Transplant Hospital Registered Nurses and Organ Transplant Hospital Nurse Practitioners will be credited with all previously accrued Vacation, Winter Recess, and Holiday Hours/benefits to such Registered Nurse respective PTO, Winter Recess, or Holiday banks.

## **B. SCHEDULING TIME OFF**

1. The Employer will continue its current practice for scheduling Registered Nurses' time off on a department/unit by department/unit basis.
2. Time off requests must be submitted electronically to the department Director or his/her designee.
3. At the time a time off request is made, a Registered Nurse must have accrued, or reasonably expect to have accrued by the time of the commencement of the time off, enough combined PTO, holiday, and winter recess hours to cover the time off.
4. Subject to patient care and staffing needs, approval of time off requests submitted more than two (2) weeks prior to the posting of a new schedule, but not more than twelve (12) months in advance of such posting shall not be unreasonably denied.
5. Once granted time off cannot be changed without mutual agreement between the Registered Nurse and the Director.
6. In the event of a conflict over time off scheduling seniority on a rotational basis shall be the controlling factor such that once a Nurse has been granted time off based on his/her seniority, that Nurse will be placed at the bottom of the seniority list for subsequent requests in the same calendar year. Time off will be granted based upon departmental needs to assure equity and safe patient care.

  
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7. While the Employer will not designate a "blackout period" during which Nurses cannot take time off, all time off requests are subject to patient care and staffing needs.
8. The Employer shall notify a Registered Nurse in writing of approval or denial as soon as possible, but no later than two (2) weeks after receipt of said request.
9. Transferring Registered Nurses will not necessarily carry their previously approved time off with them to a new unit.
10. In each department/unit the Employer will grant time off requests that result in a minimum of ten percent (10%) of the active Full-time and Part-time bargaining unit Registered Nurses per assigned to a shift (e.g., Day or Night) at the time of the request being scheduled for time off for the same workweek at the same time. The minimum of ten percent (10%) shall be calculated using a standard method of rounding (e.g., 22 Registered Nurses results in two time off requests, and 25 Registered Nurses results in three time off requests). ~~In departments/units with at least thirty (30) or more total nurses working per shift, there will be a minimum of two (2) bargaining unit Registered Nurses per shift being scheduled for time off at the same time. In departments/units with forty (40) or more total nurses working per shift there will be a minimum of three (3) bargaining unit Registered Nurses per shift being scheduled for time off at the same time. In departments/units with fifty (50) or more total (day and mid shift) nurses working per shift there will be a minimum of four (4) bargaining unit Registered Nurses per shift being scheduled for time off at the same time.~~

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Notwithstanding the above, for inpatient nursing units with forty (40) or more active Full-time and Part-time bargaining unit Registered Nurses assigned to a shift (e.g., Day or Night) at the time of the request, the Medical Center will approve a minimum of six (6) bargaining unit Registered Nurses per shift for time off at the same time.

Notwithstanding the above, for inpatient nursing units with fifty (50) or more active Full-time and Part-time bargaining unit Registered Nurses assigned to a shift (e.g., Day or Night) at the time of the request, the Medical Center will approve a minimum of seven (7) bargaining unit Registered Nurses per shift for time off at the same time.

Nurse Leads shall not be included in the rotation of scheduling time off requests of staff RNs.

The vacation binder will be made available at the front desk in the nurses' station and/or an electronic equivalent will be made available to the Registered Nurses.

- ~~10.~~11. For time off taken for doctor or dentist appointments, the Registered Nurse should notify his or her supervisor at least one week prior to the scheduled appointment. Failure to notify the supervisor may be cause for disciplinary action up to and including termination.

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## **C. EXTENDED ILLNESS LEAVE**

1. Registered Nurses will accrue extended illness leave at the rate of four (4) hours per month. If a new Nurse begins work other than on the first of the month, he or she will earn prorated extended illness leave (a portion of a day of leave based on the number of calendar days from the Nurse's hire date to the end of the month) during the first calendar month of employment. A Registered Nurse whose core schedule is less than 100% will have the rate of accrual prorated based on the percentage of time worked except in the case of a Full-time Registered Nurse on a twelve (12) hour alternative work schedule who will accrue at 100% of the rate.
2. Extended Illness Leave may be used starting with the fourth day of absence due to illness or injury for twelve (12) hour RNs/fifth day of absence due to illness or injury for eight (8) or ten (10) hour RNs in any one occurrence except in the case of hospitalization.
3. If any absence extends beyond three (3) days, the supervisor may ask the Registered Nurse to present a statement from the attending physician.
4. At no time will a Registered Nurse be paid for unused extended illness leave, even upon termination of employment. Registered Nurses who transfer or are promoted within the University will carry their accumulation with them.

Effective the first full pay period following ratification of this Agreement all Organ Transplant Hospital Registered Nurses and Organ Transplant Hospital Nurse Practitioners will transition from Sick time to Extended Illness as outlined in Hospital Section C Extended Illness Leave. All previously accrued Sick leave hours and Extended Sick time/hours will roll over. Registered Nurses will continue to take all Sick leave hours accrued until such sick leave is exhausted.

## **D. WINTER RECESS LEAVE**

Registered Nurses will be awarded twenty-four (24) hours of Winter Recess Leave each year during the second week of December. Nurses may schedule time off with pay for up to one year following such award, or may use such award to provide payment for time off due to cancellation/flex-off. Winter recess leave may be combined with Vacation/PTO and Holiday Time Off. A Registered Nurse whose core schedule is less than 100% will have the award prorated based on the percentage of time worked except in the case of a Full-time Registered Nurse on a twelve (12) hour alternative work schedule who will accrue at 100% of the rate.

## **E. DECLARED STATE OF EMERGENCY**

In the case of a declared state of emergency, or if a Registered Nurse is subject to a mandatory evacuation order, or evacuation warning, the Employer will meet and confer with CNA to discuss the effects of the disaster on a Registered Nurse's working conditions.

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## E.F. TRANSITION FROM VACATION/SICK TO PTO/EIB

1. ~~All hours previously accrued as Vacation as of the date of ratification of this Agreement shall be credited to a Registered Nurse's PTO bank.~~
- 2.1. Registered Nurses with accrued but unused Sick Leave will continue to be able to access all accrued but unused Sick Leave ~~accrued prior to the transition date under the terms of section G, Sick Leave, below~~ until all Sick Leave is exhausted.
- 3.2. PTO and EIB will be treated as synonymous with vacation and sick leave, respectively, in administering University policies applicable to Registered Nurses.

~~Organ Transplant Hospital Registered Nurses and Organ Transplant Nurse Practitioners will not lose any hours that have been accrued as of the date of ratification of this Agreement as a result of the transition from Vacation/Sick to PTO/Extended Illness Leave.~~

  
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For The Employer

PATRICK ZVARA  
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By

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Date

  
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For California Nurses Association

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