

# TENTATIVE AGREEMENT

Part of Full Tentative Agreement

## **SIDE LETTER OF AGREEMENT ON ATTENDANCE [SUBJECT TO RATIFICATION OF FULL CBA TO BE SIGNED BUT NOT PART OF CBA]**

ED  
VH  
gmo  
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AB  
RC

Notwithstanding any of the terms and provisions of the collective bargaining agreement (CBA) between the parties or the Employer's policies, the parties agree to all of the following:

1. The Employer will continue to honor and administer the use of one half annual PTO accrual for kin care as well as the manner in which sick absence(s) and occurrence(s) were counted and treated with respect to leave(s), occurrence(s), disciplinary action and the disciplinary ladder and steps under the pre-2020 Attendance and Punctuality Policy 0-405 and practices.
2. The Employer will continue to honor and administer its attendance policies and practices under the pre-2020 Attendance and Punctuality Policy 0-405 and pre-2020 attendance related practices.
3. Notwithstanding its rights under Article 21 of the collective bargaining agreement and unless the parties meet in good faith and reach a written agreement provided otherwise, the Employer will not implement any new or modified attendance standards policy and will not implement any new or modified practice which alters the pre-2020 Attendance and Punctuality Policy 0-405 or practice or alters or amends any policy or practice related to "Attendance Standards" and "Excessive Absenteeism" as well as related discipline.
4. The Employer will not administer or apply its PTO/Sick Time Usage Policy HRC-715 upon the represented bargaining unit.
5. This side letter replaces the previously tentatively agreed upon June 3, 2021 side letter on attendance, which is now deemed a nullity.
6. The side letter shall remain in full effect for the duration of the collective bargaining agreement or until the parties reach a subsequent written agreement, whichever is sooner.

In the event of any dispute regarding the interpretation, meaning or application of a specific provision of this Side Letter of Agreement on Attendance, the parties agree and acknowledge this Side Letter of Agreement on Attendance and the dispute are subject to the grievance and arbitration procedure (Article 9) of the CBA.

  
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**For The Employer**

  
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**For California Nurses Association**

  
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**By**

\_\_\_\_\_  
**By**

5/13/26  
\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**