

LPCH and CRONA Negotiations
Tentative Agreement on All Open Issues
4/29/22

Lucile Salter Packard Children's Hospital at Stanford ("LPCH") and CRONA (collectively the "Parties") hereby enter into this Tentative Agreement on all open issues. This Tentative Agreement is supported by CRONA's Executive Board and the CRONA Negotiating Committee for ratification by the Nurses.

1) Base Wage Rates: Apply the following increases to the base wage rates in the Agreement:

- 5% on April 1, 2022;
- 2% on December 1, 2022;
- 5% on April 1, 2023; and
- 5% on April 1, 2024.

These increases shall be effective at the start of the payroll period that is closest to the specified date. The retroactive portion of the April 1, 2022 wage increase shall be paid no later than forty-five (45) days after ratification.

2) Benefits: See attached.

a) Retiree Medical: Effective on January 1, 2023, increase the retiree medical benefit for Group D Nurses by 50%, except that the Group D benefit shall be increased by 75% for Nurses who retire at ages 55 through 64 (before age 65) and who have at least 25 years of continuous service as defined in the Retiree Medical Plan as of the date of the Nurse's retirement.

b) Mental Health and Wellness Support: The Hospital and CRONA recognize that working in the health care profession takes a physical and emotional toll and that this has been even more true during the COVID-19 pandemic. The Hospital is committed to expanding and improving the accessibility and responsiveness of the Employee Assistance Program ("EAP"), even while recognizing the urgency of the need for mental health support. Therefore, the parties agree that the Hospital shall contribute a total of one thousand dollars (\$1,000.00) to an eligible Nurse's Health Savings Account ("HSA") or Health Reimbursement Account ("HRA"). A Nurse is eligible for this contribution if the Nurse is employed and participates in a hospital-sponsored health plan as of the date of ratification. The contribution shall be a one-time contribution made during the first quarter of the 2023 calendar year to the eligible Nurse's HSA or HRA. Each eligible Nurse shall receive a contribution of no more than one thousand dollars (\$1,000.00) under this provision, regardless of the plan or combination of plans in which the Nurse participates.

3) Staffing (New Nurse Staffing Article and Revisions to Section 32 (Committee on LPCH Nursing Practice)): See attached.

4) Student Loan Repayment: See attached Side Letter.

5) Use of PTO/Pre-Approved Vacation: The Hospital shall amend Section II(F) of its Pre-Approved Vacation and Pre-Approved Education Days Policy ("Pre-Approval Policy") to

increase by one (1) week for each seniority tier the number of weeks that may be used for pre-approved vacation. This change shall be effective with pre-scheduled vacations commencing on January 1, 2024, which may be pre-scheduled beginning January 1, 2023.

6) Guarantee of Weekends Off (Section 16): LPCH proposal of March 10, 2022, plus correction of typographical error in Section 16.3.4 in CRONA proposal of March 15, 2022.

7) DEI Training (Section 2): LPCH proposal of March 28, 2022. Additionally, the parties agree that they share an interest in addressing Diversity, Equity and Inclusion issues in the workplace productively and proactively. The parties will promote appropriate in-person trainings and discussions among Nurses and managers on the units to discuss these important topics. The parties agree that Nurses may contact Human Resources in the event they wish to request an in-person training or facilitated discussion regarding Diversity, Equity and Inclusion issues.

8) Side Letter re "Strategic Recruitment and Retention Program": The parties shall enter into the attached "Strategic Recruitment and Retention" Side Letter.

9) Short Notice Compensation (Section 7.8): Increase SNC trigger from 6 hours to 24 hours, as proposed on March 24, 2022.

10) Term of the Agreement: Effective on ratification and concluding on March 31, 2025.

11) Maintain previously agreed upon changes accepted by the parties as part of a final package:

- a) Increased weekend differential, as proposed on March 3rd.
- b) Workplace Violence Section, as proposed by the Hospital on March 31st at 9:45 pm.
- c) Use of PTO for Mental Health reasons, as proposed by the Hospital on March 30th and agreed to by CRONA on March 31st.
- d) Inclusion of PTO accrual chart for 12-Hour Nurses, as proposed by the Hospital on March 3rd.
- e) Term of academic year for purposes of Education Hours' use, as proposed by the Hospital on March 31st.
- f) Educational Assistance revisions regarding CEU language and use of educational hours, as proposed by CRONA on February 24, 2022 and LPCH on February 10, 2022
- g) Grandfathered Staff Pension Plan: Delete section 11.1.3(b).
- h) Renumber steps, with Clinical Nurse I rate as Step 1 and Clinical Nurse II, III, and IV steps starting at Step 2, as proposed by CRONA on March 15, 2022 (excluding the proposed change from "10.5" to "7.5" for the renumbered Step 8 in Section 7.1.3 of CRONA's March 15, 2022 proposal). No economic impact due to renumbering.
- i) Add Weekend Premium Side Letter, as proposed by LPCH on March 3rd.

12) Prior tentative agreements signed by the parties.

FEK BJC


13) Case Managers and Patient Placement Specialist Nurses: The parties agree to negotiate after ratification a side letter to the Agreement covering the Case Managers and Patient Placement Specialists.

14) Unless modified by this Tentative Agreement, the terms of the 2019 – 2022 Agreement shall remain in effect.

15) CRONA and its Executive Board and Negotiating Committee agree to support this Tentative Agreement and recommend that CRONA members ratify the Tentative Agreement. No CRONA officer or member of the Executive Board or Negotiating Committee shall advocate against ratification of the Tentative Agreement. CRONA and LPCH shall issue a joint statement announcing this Tentative Agreement and encouraging Nurses to vote for ratification.

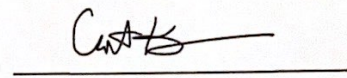
16) This Tentative Agreement is conditioned on ratification of this agreement no later than midnight on Sunday, May 1, 2022, with Nurses returning to their pre-existing schedules commencing with the 12 our day shift on Tuesday, May 3, 2022.

April 29, 2022



LPCH

April 29, 2022



CRONA

LPCH AND CRONA AGREE TO REVISE SECTION 8 AS SHOWN BELOW:

**SECTION 8
BENEFITS**

- 8.1 Eligibility. All Nurses covered by this Agreement are eligible to participate in the benefit programs enumerated in this Section as the terms for the programs are set forth below, provided that the Nurse meets the eligibility requirements for each plan. The Employer may alter the criteria for eligibility provided that no Nurse who is eligible for a benefit upon the execution of this Agreement becomes ineligible because of the changes. Specific eligibility requirements for Relief Nurses are set forth in Section 14 of this Agreement.
- 8.2 Changes in Employer Provided Benefits. The Employer shall have the right to alter the benefits or carrier of any of the plans enumerated in this Section. Sixty (60) days prior to the implementation of any such changes the Employer shall notify CRONA of any such proposed changes and shall provide, in Excel or a similar electronic format, to CRONA relevant information that is not confidential or privileged upon which the Employer has based its decision to make the proposed changes. Upon CRONA's request, the Employer shall meet with CRONA to review the proposed changes in an attempt to reach mutual agreement regarding modifications. If mutual agreement is not reached, the Employer shall maintain substantially equivalent benefits and plans as enumerated hereunder during the term of this Agreement. In the event the Employer makes changes which include improvements for unrepresented employees in the benefits described in Section 8 which are common to both the CRONA unit and such unrepresented employees, CRONA will be offered the opportunity to accept those changes; provided that CRONA's acceptance is given in writing and is based on the changes in their entirety.
- 8.2.1 Annual Review of Health Plans. The Employer shall meet annually with CRONA at least ninety (90) days prior to plan renewal to discuss problems regarding claims, administration and access issues of the health plan.
- 8.2 RFP of Health Plans. If the health plan is put out for bid, the Employer agrees to meet with CRONA to review the criteria to be placed in the Request For Proposal. In addition, the Employer agrees to meet with CRONA prior to the selection of a carrier. In advance of the meeting regarding the selection of a carrier, the Employer shall provide, in Excel or a similar electronic format, to CRONA relevant information that is not confidential or privileged considered by the Employer as a basis for carrier selection.
- 8.3 Benefit Plan Documents. The Employer provides the following benefits to all Regular Nurses who are eligible in accordance with the terms of this Agreement. The various plans are summarized herein. Eligibility and coverage available for Relief Nurses are summarized in Section 14 of this Agreement. CRONA understands and agrees that the descriptions below do not purport to recite completely the coverage or eligibility requirements for the plans, the details of which are subject to periodic review and modification by the Employer.
- 8.3.1 Medical Coverage.
- a. The Employer shall provide as one option a basic and major medical plan with no charge for self and children coverage, which it may change

B/C
FCK

from time to time, provided that such changes shall not involve distinction based upon membership or non-membership in CRONA. This coverage is provided to all Nurses covered by this Agreement except that specific eligibility requirements for Relief Nurses are set forth in Section 14.12.6.

- b. For health plans currently in effect, increases in the employee's contribution cannot be greater than the percentage increase in the premium of that plan.
- c. Unless precluded by law, the Employer shall provide at least one plan option for self, spouse/eligible domestic partner, children, and family coverage that includes a Health Savings Account ("HSA") or other similar account that is owned by the enrolled Nurse and rolls over from year to year (the "HSA Plan"). The HSA Plan shall have no more than the minimum deductible(s) required by law.
- d. For all medical plans, coverage shall remain in effect until the last day of the month in which employment terminates or in which the employee is no longer eligible for coverage.
- e. Hospitalization: Hospital charges (excluding physician charges) for employees covered by the PPO will be waived if a plan participant is hospitalized at SHC and/or LPCH. Hospitalization includes same day surgery and ATU. This does not include charges when the plan participant is not hospitalized, e.g., outpatient charges for MRI.

8.3.2 Dental Plan. Eligible Nurses and their dependents will be covered by a dental plan in accordance with the following. When both parents are employed by the Employer, dependent children may be covered under each parent's dental plan.

- a. Limits.
 - 1. Orthodontic services are provided only to eligible dependent children and limited to fifty percent (50%) coverage and a maximum reimbursement of One Thousand Dollars (\$1,000.00) per child.
 - 2. Other dental services are provided to eighty percent (80%) with a maximum dollar amount paid by the plan per calendar year of One Thousand Five Hundred Dollars (\$1,500.00) per individual covered or as otherwise covered by the plan summary document.
- b. Optional Coverage. The Nurse's spouse/domestic partner may be enrolled in the plan at group rates, at the option of the Nurse. The spouse/domestic partner must be enrolled within one month of the Nurse's eligibility or enrollment may be delayed to dates established by the insurance carrier.

c. Payment of Premiums.

1. Premiums for the dental insurance provided are paid by the Employer for the covered Nurse and all eligible dependent children enrolled in the program.
2. Premiums for spouse/domestic partner coverage elected by the Nurse shall be paid through automatic paycheck deductions upon the employee's written authorization.

d. Detailed Information. Plan details shall be maintained in the Human Resources Department and made available to employees upon request.

8.3.3 Vision Care. The Employer shall provide a vision care plan.

8.4 Long Term Disability Insurance. All Regular Nurses are covered under the Employer's Long Term Disability Insurance Plan that is provided to non-represented employees. Relief Nurses will be entitled to coverage as specified in Section 1

The Employer pays the full cost of providing long-term disability insurance for Regular Nurses. Coverage begins on the first day of the month.

The plan pays fifty percent (50%) of the eligible Nurse's monthly base wage (to a limit of Eight Thousand Dollars (\$8,000)), reduced by other available income benefits, commencing at the end of a six (6) month qualifying period of continuous disability. Benefit payments continue for the duration of total disability to age 6

8.5 Basic Life Insurance. The Employer pays the total premium cost to provide all Regular Nurses and eligible Relief Nurses as specified in Section 14.12.5 with one (1) times annual salary to a maximum of Fifty Thousand Dollars (\$50,000.00) of Group Life Insurance. If the Nurse enrolls at the time of hire or when newly eligible, coverage becomes effective on the first (1st) day of the month following that date.

8.6 Retiree Medical Insurance. Benefit eligible Nurses will be able to participate in the Employer's Retiree Medical Plan, based on their age and years of service (adjusted hire date) as described under the terms of the plan. Effective January 1, 2017, any benefit eligible nurse who is a Group B or Group C retiree will have a one-time opportunity to elect the Group D Retiree Health Reimbursement Account benefit described in Section 8.7 in lieu of such Group B or Group C benefit. Failure to so elect such Group D benefit when eligible to do so will result in the retiree receiving the Group B or Group C benefit, as applicable, to which they are entitled under the Plan.

8.7 Retiree Health Reimbursement Account. Nurses will participate in the Employer's Retiree Health Reimbursement Account based on their age and years of service (adjusted hire date) as described under the terms of the plan. For Nurses eligible to participate in the RHRA:

- 8.7.1 Effective January 1, ~~2020~~2023, the Group D Retiree Health Reimbursement Account benefit will be increased by fifty percent (50%) except that the Group D benefit shall be increased by seventy-five percent (75%) for Nurses who

retire at ages 55 through 64 (before age 65) and who have at least 25 years of continuous service as defined in the Retiree Medical Plan as of the date of the Nurse's retirement.

~~8.7.2 Effective January 1, 2021, the Group D Retiree Health Reimbursement Account benefit will be increased by an additional five percent (5%).~~

~~8.7.3 Effective January 1, 2022, the Group D Retiree Health Reimbursement Account benefit will be increased by an additional five percent (5%).~~

8.8 Back Up Care. Effective August 5, 2011, Regular Nurses will be eligible to utilize the Employer's Back Up Care Program in accordance with its terms and provisions.

8.9 Supplemental Long Term Disability Insurance. Regular Nurses and eligible Relief Nurses as specified in Section 14 are eligible to purchase, through payroll deduction, Supplemental Long Term Disability Insurance within 31 days of hire or within 31 days of becoming eligible. The plan increases the percentage of pay replaced, described in Section 8.4 above up to sixty six and two thirds percent (66-2/3% as described under the terms of the plan. If the Nurse wishes to enroll after the thirty-one (31) day period, a statement of Physical Condition Form is required and must be approved by the insurance company. If approved, coverage begins on the date determined by the insurance company and appropriate payroll deductions will be made.

8.10 Supplemental Short Term Disability Insurance. Regular Nurses and eligible Relief Nurses as specified in Section 14 are eligible to purchase supplemental short term disability insurance within 31 days of hire. The short term disability plan pays sixty (60%) percent of the pre-disability base wage rate to a maximum weekly benefit of \$1,846 less disability payments from any state-mandated disability plan and Social Security, less any other employment earnings. Effective January 1, 2023, the maximum weekly benefit shall be increased to \$3,000, subject to the same terms and conditions as the previous maximum weekly benefit. The benefits begin eight (8) days after the Nurse becomes disabled and ends when the Nurse is no longer disabled or after 52 weeks, whichever comes first.

8.11 Supplemental Group Life Insurance. Eligible Regular Nurses and eligible Relief Nurses may purchase Supplemental Group Life Insurance in accordance with the applicable plan provisions contained in the Staff Benefits Handbook and/or on file in the Benefits Office.

New eligible Nurses are given the opportunity to enroll during orientation or when they are newly eligible for the benefit. If the eligible Nurse enrolls at that time, coverage becomes effective on the first (1st) day of the month following date of hire or change in status. If participation is refused at that time, the Nurse may enroll within thirty one (31) days of the date s/he is eligible for coverage. If the eligible Nurse wishes to enroll after the thirty-one (31) day period, a Statement of Physical Condition Form is required and must be approved by the insurance company. If approved, coverage begins on the date determined by the insurance company and appropriate payroll deductions will be made.

Eligible Nurses may purchase up to six (6) times their annual base salary (to a maximum of \$3,000,000 combined with basic life). Evidence of good health is required for amounts over three (3) times annual salary. After the initial thirty-one (31) day enrollment period, the Nurse may enroll or change supplemental life insurance at any time by completing a regular enrollment/change form and meeting all requirements for

B/C FCK

changing coverage including providing evidence of good health. If the Nurse has supplemental life insurance, he/she may purchase insurance for spouse and/or children subject to any insurance company requirements including evidence of good health.

- 8.12 Supplemental Accidental Death and Dismemberment Insurance. Eligible Regular and Relief Nurses may purchase Supplemental Accidental Death and Dismemberment Insurance for themselves only or for themselves, spouse and dependent children. Nurses may elect to purchase one of a number of plans, with the principal sum ranging from Ten Thousand Dollars (\$10,000.00) to Five Hundred Thousand Dollars (\$500,000.00) or ten (10) times base annual salary, whichever is lower. The total premium is paid by the Nurse through payroll deduction.

New eligible Nurses are given the opportunity to enroll during orientation. A Regular Nurse electing not to participate at that time may enroll for coverage, to be effective the first day of any month, by submitting the application during the previous month.

- 8.13 Malpractice and General Liability Insurance. The Employer pays the total cost of a group General Liability insurance policy which automatically covers all Nurses who are acting within the scope of their professional duties.

- 8.14 Legal Care Plan. Eligible Nurses may purchase a legal care plan through appropriate payroll deduction.

- 8.15 Flexible Spending and Health Savings Account Programs. The Employer will provide the opportunity for Regular Nurses and "C" Relief Nurses to use pre-tax earnings for payment of health care premiums and to place pre-tax earnings into the following flexible spending programs reimbursement accounts up to the maximum allowed by law and in accordance with the Employer's summary plan document, applicable law, and IRS regulations for these programs:

1. Premiums for health benefits.
2. Dependent care expenses.
3. IRS allowed medical spending account.
4. Health Savings Account Programs (if Employee is eligible to contribute under Internal Revenue Code and IRS guidance, the maximum allowable annual Employee contributions will be reduced by any Employer contributions).

8.16 Employee Assistance Program

8.16.1 The Employer shall provide Nurses access to the Employee Assistance Program (EAP) offered to the Employer's nonrepresented employees. The EAP shall include confidential mental health counseling appointments at no cost to Nurses and the availability of crisis counseling.

8.16.2 Nurses shall have access to the Stanford Faculty Staff Help Center to seek mental health counseling appointments and crisis counseling, as long as this center remains available to the Employer's employees.

8.16.3 The Employer shall consult with CRONA regarding the results of the Request for Proposal for the EAP vendor effective on January 1, 2023, before the vendor is selected by the Employer. The Employer shall treat RFPs for the EAP vendor after January 1, 2023, as covered by Section 8.2.2.

8.17 Mental Health and Wellness Programs: The Employer shall maintain a centralized online resource that informs Nurses of programs made available through the Employer to support the mental health and wellness of Nurses.

8.18 Nurse Feedback on Benefit Programs The Employer shall provide a means by which Nurses can provide feedback at any time on any of the benefit programs offered by the Employer, including but not limited to the EAP. The feedback received by the Employer from Nurses shall be provided to CRONA upon CRONA's request and discussed during Joint Conference.

SECTION 32 NURSE STAFFING

32.1 Patient Classification System and Committee.

- 32.1.1 As required by law, the Hospital shall maintain a documented and legally compliant patient classification system for determining the nursing care needs of individual patients that reflects the assessment, made by a registered nurse, of patient requirements and provides for shift-by-shift staffing based on those requirements. As provided by law, a patient classification system means a method for establishing staffing requirements by unit or area of practice, patient, and shift that includes (a) a method to predict nursing care requirements of individual patients, (b) an established method by which the amount of nursing care needed for each category of patient is validated for each unit and for each shift, (c) an established method to discern trends and patterns of nursing care delivery by each unit, each shift, and each level of licensed and unlicensed staff, (d) a mechanism by which the accuracy of the nursing care validation method can be tested, (e) a method to determine staff resource allocations based on nursing care requirements for each shift and each unit, and (f) a method by which the hospital validates the reliability of the patient classification system for each unit and for each shift.
- 32.1.2 The Hospital shall maintain a committee, referred to here as the Patient Classification Committee ("PCC"), which, consistent with applicable law, shall review at least annually the reliability of the patient classification system for validating staffing requirements to determine whether or not the system accurately measures patient care needs. Consistent with applicable law, the Hospital shall maintain and document a process by which all interested Nurses may provide input about the patient classification system, the system's required revisions, and the overall staffing plan.
- 32.1.3 The PCC shall consist of at least fifty percent (50%) Registered Nurses who provide direct patient care and are represented by CRONA. CRONA shall have the right to recommend to the Vice President of Patient Care Services the members of the PCC who provide direct patient care. The Vice President of Patient Care Services shall appoint the members of the PCC, not unreasonably rejecting recommendations by CRONA, with a goal to have balanced representation from each area and shift.

32.2 Staffing Ratios.

The Hospital shall meet or exceed state-required patient staffing ratios in every applicable unit or area of practice at all times, including during meal periods and rest breaks, as provided by applicable law. As provided by law, additional staff in excess of these prescribed ratios shall be assigned in accordance with the patient classification system for determining nursing care requirements, considering factors that include the severity of the illness, the need for specialized equipment and technology, the complexity of clinical judgment needed to design, implement and evaluate the patient care plan, the ability for self-care, and the licensure of the personnel required for care. If, considering the factors identified in the preceding sentence, staffing is assigned in excess of the state-prescribed ratios, such assigned staffing shall be maintained during meal periods and rest breaks.

FCR B1C

32.3 Staffing Plans.

32.3.1 Each unit shall maintain a staffing plan that is compliant with applicable law and based on patient care needs as determined by the patient classification system provided in Section 32.1. The unit or area's staffing plan shall be available to the Nurses on that unit. The staffing plan shall be developed and implemented for each patient care unit or area of practice and shall specify patient care requirements and the staffing levels for registered nurses. The plan shall include the following: (1) staffing requirements as determined by the patient classification system for each unit or area of practice, documented on a day-to-day, shift-by-shift basis; (2) the actual staff and staff mix provided, documented on a day-to-day, shift-by-shift basis; (3) the variance between required and actual staffing patterns, documented on a day-to-day, shift-by-shift basis.

32.3.2 Staffing is determined by a combination of professional judgment, acuity and staffing plans/matrices.¹ In meeting the staffing needs of the unit or area of practice, the Resource Nurse is permitted to use judgment in adjusting staffing levels that may not be fully addressed by the acuity and staffing plan/matrix.² The patient classification system shall provide guidance to the Resource Nurses regarding when, based on projected patient care needs, including patient census and acuity, a shift needs more or fewer Nurses than are scheduled to work; provided, however, that nothing in such guidance shall be inconsistent with applicable law.

32.4 Dispute Resolution. Disputes regarding this Section shall not be subject to the grievance and arbitration procedure under Section 28, but instead the procedures in Section 32.4³ shall apply to such disputes. If the Vice President of Patient Care and the President of CRONA cannot resolve a pattern of disputes regarding the provisions of this Section pursuant to the procedures in Section 32.4, the Hospital and CRONA will engage a mediator through the Federal Mediation and Conciliation Service to facilitate consensus building. The parties will request the assignment of a mediator with experience in the health care field. If consensus is not reached and with the mutual agreement of the parties, the mediator is authorized to issue to the parties the mediator's proposed resolution regarding the dispute.

¹ With the inclusion of this sentence, the following language from the Nurse Practice Committee Section (LPCH 32.3.3.a) shall be omitted: "Staffing is determined by a combination of professional judgment, acuity and staffing matrices."

² The following sentence is relocated from the Nurse Practice Committee Section (LPCH 32.3.3.a): "In meeting the staffing needs of the unit, the Resource Nurse is permitted to use judgment in adjusting staffing levels that may not be fully addressed by the acuity and staffing matrix."

³ Italicized numbers are references to current CBA section numbers.

SIDE LETTER
Between Lucile Packard Children's Hospital at Stanford
and
CRONA
Re Student Loan Repayment Program
2022

The Hospital shall establish a student loan repayment program. Payments made pursuant to the student loan repayment program may be used for principal or interest payments on qualified educational loans incurred by an eligible Nurse for the purpose of obtaining a nursing degree (i.e., ADN, BSN, MSN, DNP, or Ph.D in Nursing) and shall not exceed the amount owed by the Nurse. The program shall allow repayments as provided in this Side Letter:

1) Tuition Reimbursement Funds: Effective on September 1, 2022, a Nurse eligible for educational assistance and professional enrichment under Section 13.2 may elect to use up to one hundred percent (100%) of the Nurse's annual educational reimbursement funds under Section 13.3.2 for eligible student loan payments. The amount elected by the Nurse may not exceed the maximum tax-free student loan payment amount permitted by the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), as extended by the Consolidated Appropriations Act of 2021. Any amount of a Nurse's annual educational reimbursement that a Nurse does not elect to use for eligible student loan payments shall remain available for use pursuant to the terms of Section 13.

In advance of each academic year, a Nurse electing to use all or a portion the Nurse's educational reimbursement funds for student loan payments shall make an election to use a designated portion of the Nurse's educational reimbursement funds for this purpose and shall agree to the terms of the program, including providing relevant information to process the loan payment and connecting the Nurse's student loan service provider to the Employer's Student Loan Benefit system to receive contributions.

The Employer shall prepare the application procedures for Nurses to make this election and shall establish a process for the submission of documentation regarding qualifying loans, which shall be discussed in advance with CRONA.

All payments under this Side Letter shall be made in compliance with the law and IRS regulations, including applicable IRS limits. The student loan repayment program shall remain in place while allowed by applicable law.

FCR BYC

SIDE LETTER
Between Lucile Packard Children's Hospital at Stanford
And
CRONA
Re Strategic Recruitment and Retention Program
2022

Throughout the course of their 2022 negotiations, Lucile Packard Children's Hospital at Stanford ("LPCH") and CRONA discussed the increasing acuity of patients being cared for at the hospital and the impacts that this has had on bedside Nurses. The Hospital and CRONA are concerned that Nurses across the nation are leaving the profession due to burnout and other factors. At the same time and due in part to the excellent patient care delivered by the Nurses represented by CRONA, LPCH has experienced significant growth in its patient care operations, leading to a significant increase in need for registered nurses at LPCH. To address this growth in operations, LPCH has a need both to recruit additional nurses and to retain its valuable incumbent nurses. During the period from 2019 – 2022, LPCH has significantly increased its nursing workforce. Particularly coming out of the pandemic, however, certain patient care units have had more difficulty recruiting and in some circumstances retaining Clinical Nurses. CRONA and LPCH share a common interest in recruiting and retaining qualified Nurses to care for LPCH's patients. In an effort to help this common goal, LPCH and CRONA have entered into this temporary Side Letter establishing a Strategic Recruitment and Retention Program under the terms outlined below:

1. Assuming a ratification date of May 1, 2022, this Side Letter shall become effective on June 1, 2022. If the Agreement is not ratified on May 1, 2022, this Side Letter shall become effective on the beginning of the quarter that commences at least sixty (60) days after ratification.
2. The quarterly periods for purposes of this Side Letter begin on June 1st, September 1st, December 1st, and March 1st.
3. To identify eligible units under this Side Letter, the parties look to the following metrics:
 - a. The time to fill a position: Regular Nurse Positions not filled for more than ninety (90) days after a vacancy in a given unit has been posted are "Hard to Fill" positions. The ninety (90) day period shall be determined by the requisition final approval date to the offer accepted date.
 - b. Vacancy rates: A patient care unit or area of practice shall be deemed to have a vacancy rate greater than twenty percent (20%), where the vacancy rate is determined by the number of open Hard to Fill positions relative to the target number of Regular Nurse positions in the unit.
 - c. Additional staffing needed due to the expansion of beds, services, or new units shall not be considered "Hard to Fill" positions for six (6) months after the requisitions for the new positions are made.
4. During the first six quarterly periods of this Side Letter, the following units shall be deemed "Hard to Fill Units" and are eligible to receive the incentive payments provided for under this Side Letter: PICU, CVICU, NICU, Labor & Delivery, CC Float, Neonatal Float, CC Transport – Peds, CC Transport – Neo, and CC Transport – John Muir.
5. After the first six quarterly periods of this Side Letter, the eligible units for the incentive payments under this Side Letter shall be determined based on those units that are either (a) mutually agreed upon by the parties to be included (including any areas of practice that the parties agree to include); or (b) other units that, as of a Designated Date, have a vacancy rate of more than twenty percent (20%), as described in paragraph 3(b). The Designated Dates for quarterly periods are as follows:

FCR
BIC

- a. October 31, 2023 for the December 1, 2023 and March 1, 2024 quarters;
 - b. April 30, 2024 for the June 1, 2024 and September 1, 2024 quarters; and
 - c. October 31, 2024 for the December 1, 2024 quarter.
6. LPCH and CRONA shall meet no later than sixty (60) days before the first Designated Date (October 31, 2023) to commence discussions regarding the units that should be eligible for incentive payments under this Side Letter and the information available and necessary to the parties to facilitate those discussions, including the use of traveler nurses in the units. Thereafter, the parties shall meet no later than thirty (30) days before the remaining two Designated Dates (April 30 and October 31, 2024) for this discussion.
7. During the term of this Side Letter, Nurses assigned to a Hard to Fill unit, as defined in paragraphs 4 and 5 above, shall be eligible for a Retention Incentive Payment according to the following terms:
- a. The Retention Incentive Payment shall be paid on a quarterly basis to those Nurses who:
 - i. Are assigned to an eligible unit throughout the applicable period, including at the beginning and end of each applicable period; and
 - ii. Remain active throughout the applicable period.
 - b. Each quarterly payment for eligible Full-Time (1.0 or .90 FTE) Regular Nurses shall be One Thousand Two Hundred Fifty Dollars (\$1,250.00). Eligible Part-Time Nurses shall be prorated based on hours paid during the applicable period, relative to a .90 FTE Nurse. For Relief Nurses, the quarterly payment shall be based on the hours worked by that Relief Nurse in an eligible unit during that quarterly period, relative to a .90 FTE Nurse. Notwithstanding the foregoing, no Nurse shall receive a quarterly payment higher than One Thousand Two Hundred Fifty Dollars (\$1,250.00).
 - c. The quarterly payments for eligible Nurses shall be paid to Nurses in the second paycheck following the end of the applicable period.
8. The parties will work together jointly to make this new program a success. This Side Letter shall expire at the end of the last quarterly period that ends prior to the expiration date of the Agreement, i.e., February 28, 2025, unless the parties agree that the program has been successful and agree to extend it.

NAI-1530266176v2

FCR BJC

Retiree Medical: Group D Benefit

Current 2022

Your Years of Continuous Service When You Retire	Your Age When You Retire							
	55-61	62-64	65	66	67	68	69	70+
15	\$8,268.75	\$11,576.25	\$19,845.00	\$21,498.75	\$23,152.50	\$24,806.25	\$26,460.00	\$28,113.75
16	\$9,509.06	\$12,816.56	\$21,085.31	\$22,739.06	\$24,392.81	\$26,046.56	\$27,700.31	\$29,354.06
17	\$10,749.38	\$14,056.88	\$22,325.63	\$23,979.38	\$25,633.13	\$27,286.88	\$28,940.63	\$30,594.38
18	\$11,989.69	\$15,297.19	\$23,565.94	\$25,219.69	\$26,873.44	\$28,527.19	\$30,180.94	\$31,834.69
19	\$13,230.00	\$16,537.50	\$24,806.25	\$26,460.00	\$28,113.75	\$29,767.50	\$31,421.25	\$33,075.00
20	\$14,470.31	\$17,777.81	\$26,046.56	\$27,700.31	\$29,354.06	\$31,007.81	\$32,661.56	\$34,315.31
21	\$16,124.06	\$19,431.56	\$27,700.31	\$29,354.06	\$31,007.81	\$32,661.56	\$34,315.31	\$35,969.06
22	\$17,777.81	\$21,085.31	\$29,354.06	\$31,007.81	\$32,661.56	\$34,315.31	\$35,969.06	\$37,622.81
23	\$19,431.56	\$22,739.06	\$31,007.81	\$32,661.56	\$34,315.31	\$35,969.06	\$37,622.81	\$39,276.56
24	\$21,085.31	\$24,392.81	\$32,661.56	\$34,315.31	\$35,969.06	\$37,622.81	\$39,276.56	\$40,930.31
25	\$22,739.06	\$26,046.56	\$34,315.31	\$35,969.06	\$37,622.81	\$39,276.56	\$40,930.31	\$42,584.06
26	\$24,392.81	\$27,700.31	\$35,969.06	\$37,622.81	\$39,276.56	\$40,930.31	\$42,584.06	\$44,237.81
27	\$26,046.56	\$29,354.06	\$37,622.81	\$39,276.56	\$40,930.31	\$42,584.06	\$44,237.81	\$45,891.56
28	\$27,700.31	\$31,007.81	\$39,276.56	\$40,930.31	\$42,584.06	\$44,237.81	\$45,891.56	\$47,545.31
29	\$29,354.06	\$32,661.56	\$40,930.31	\$42,584.06	\$44,237.81	\$45,891.56	\$47,545.31	\$49,199.06
30	\$31,007.81	\$34,315.31	\$42,584.06	\$44,237.81	\$45,891.56	\$47,545.31	\$49,199.06	\$50,852.81

Tentative Agreement

For age <65
January 1, 2023: 50% Increase & 25+ years 75% Increase
service:

Your Years of Continuous Service When You Retire	Your Age When You Retire							
	55-61	62-64	65	66	67	68	69	70+
15	\$12,403.13	\$17,364.38	\$29,767.50	\$32,248.13	\$34,728.75	\$37,209.38	\$39,690.00	\$42,170.63
16	\$14,263.59	\$19,224.84	\$31,627.97	\$34,108.59	\$36,589.22	\$39,069.84	\$41,550.47	\$44,031.09
17	\$16,124.07	\$21,085.32	\$33,488.45	\$35,969.07	\$38,449.70	\$40,930.32	\$43,410.95	\$45,891.57
18	\$17,984.54	\$22,945.79	\$35,348.91	\$37,829.54	\$40,310.16	\$42,790.79	\$45,271.41	\$47,752.04
19	\$19,845.00	\$24,806.25	\$37,209.38	\$39,690.00	\$42,170.63	\$44,651.25	\$47,131.88	\$49,612.50
20	\$21,705.47	\$26,666.72	\$39,069.84	\$41,550.47	\$44,031.09	\$46,511.72	\$48,992.34	\$51,472.97
21	\$24,186.09	\$29,147.34	\$41,550.47	\$44,031.09	\$46,511.72	\$48,992.34	\$51,472.97	\$53,953.59
22	\$26,666.72	\$31,627.97	\$44,031.09	\$46,511.72	\$48,992.34	\$51,472.97	\$53,953.59	\$56,434.22
23	\$29,147.34	\$34,108.59	\$46,511.72	\$48,992.34	\$51,472.97	\$53,953.59	\$56,434.22	\$58,914.84
24	\$31,627.97	\$36,589.22	\$48,992.34	\$51,472.97	\$53,953.59	\$56,434.22	\$58,914.84	\$61,395.47
25	\$39,793.36	\$45,581.48	\$51,472.97	\$53,953.59	\$56,434.22	\$58,914.84	\$61,395.47	\$63,876.09
26	\$42,687.42	\$48,475.54	\$53,953.59	\$56,434.22	\$58,914.84	\$61,395.47	\$63,876.09	\$66,356.72
27	\$45,581.48	\$51,369.61	\$56,434.22	\$58,914.84	\$61,395.47	\$63,876.09	\$66,356.72	\$68,837.34
28	\$48,475.54	\$54,263.67	\$58,914.84	\$61,395.47	\$63,876.09	\$66,356.72	\$68,837.34	\$71,317.97
29	\$51,369.61	\$57,157.73	\$61,395.47	\$63,876.09	\$66,356.72	\$68,837.34	\$71,317.97	\$73,798.59
30	\$54,263.67	\$60,051.79	\$63,876.09	\$66,356.72	\$68,837.34	\$71,317.97	\$73,798.59	\$76,279.22

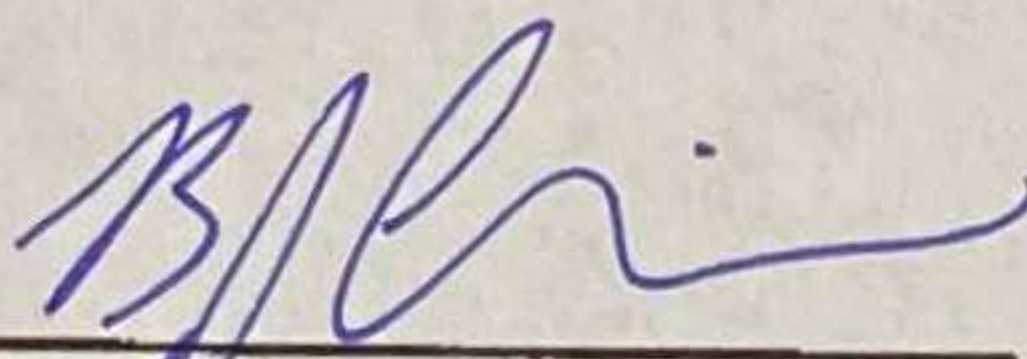
FCK BJK

**SHC AND LPCH – CRONA NEGOTIATIONS
LPCH TENTATIVE AGREEMENTS WITH CRONA
February 17, 2022**

LPCH and CRONA hereby tentatively agree to revise the following provisions of their Agreement:

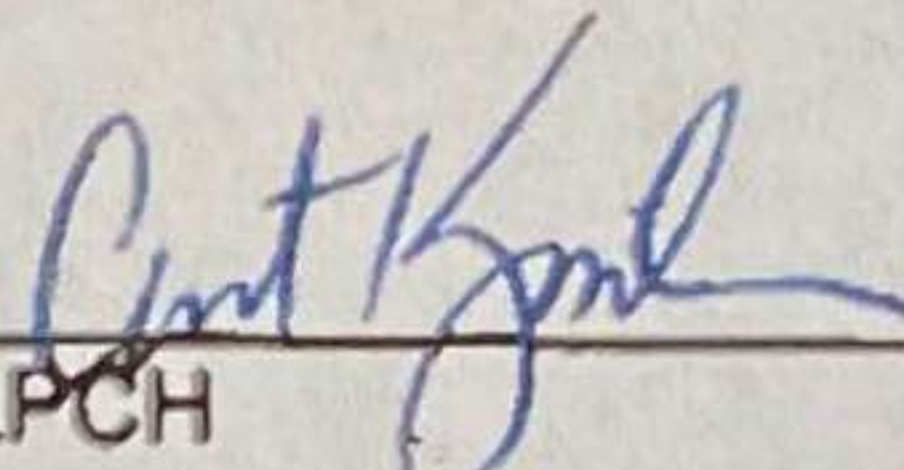
- 1) Revise Section 22 (Vacancies and Internal Transfers) as shown in the attached; and
- 2) Revise the Side Letter Re Temporary Relief Position While Pursuing Education, as shown in the attached.

Date: February 25, 2022



CRONA

Date: February 24, 2022



LPCH

81
BSC
FOX

SECTION 22 VACANCIES AND INTERNAL TRANSFERS

CRONA recognizes that the Employer announces job vacancies, recruits and hires in accordance with general procedures established by the Employer. To assist Nurses applying for transfer to Nurse vacancies established by the Employer, the following procedures shall be applicable to both Regular and Relief Nurses:

- 22.1 The Employer shall post all current lists of Nurse vacancies in the following order and manner:
 - 22.1.1 The Hospital shall send an email (via Outlook or a similar hospital-wide email system) identifying the vacancy to the Nurses on the unit in which the vacancy exists.
 - 22.1.2 At least five (5) calendar days after the foregoing notice has been sent and if the vacancy has not been filled with a Nurse on the unit, the Hospital shall post the vacancy on the online application system. [The posting on the online application system shall contain at least the following information about the vacancy:](#)
 - [a. Commitment or full-time equivalent \(FTE\):](#)
 - [b. Shift and shift length:](#)
 - [c. Whether on call is currently required:](#)
 - [d. Name and description of the type of unit:](#)
 - [e. Location of the position, including all information about assignments to multi-locations required under Section 16.4.4; and](#)
 - [f. That the vacancy is part of the CRONA-represented bargaining unit.](#)
- 22.2 For purposes of this section, a “vacancy” shall be defined as an available Regular Nurse position, the addition of available hours which would result in a change to a Regular Nurse’s commitment (including available hours arising from relocating hours from one shift to another), and an available Relief position. A position or hours shall not be deemed to be “available” until approved by the Employer. Hours worked over a Nurse’s commitment would not be deemed a “vacancy” under this section.
- 22.3 Eligible Regular and Relief Nurses of the Employer who make a transfer request are given preference if qualified, as determined by the Employer, for vacancies in the following order and manner:
 - 22.3.1 Nurses who both (i) are assigned to the unit in which the vacancy occurs as of the date of the notice of the vacancy, and (ii) notify their manager (or designee) of their interest in the vacancy within the five (5) day period after notice is provided, shall be given preference over other Nurses. As between qualified

applicants assigned to the unit in which the vacancy exists, if qualifications are determined to be substantially equal, seniority shall be the determining factor.

22.3.2 Current Regular and Relief Nurses of the Employer, including Nurses on the unit in which the vacancy exists who did not notify their manager of their interest in the vacancy within the five (5) day period, who apply for the vacancy shall be given preference over external applicants if the qualifications of the current Nurse and external applicants are determined to be substantially equal.

- a. As between qualified current Nurse applicants, if qualifications are determined to be substantially equal, seniority shall be the determining factor.
- b. As between qualified external applicants, if qualifications are determined to be substantially equal, Regular and Relief Nurses who are currently employed by Stanford Health Care shall be given preference over other external applicants.
- c. For the purposes of this section, "external applicants" shall be applicants who are not currently employed at the Hospital in a position in the bargaining unit.

22.4 Transfers pursuant to this Section 22 shall include Relief Nurse applications for vacancies. When applying for vacancies, "B" and "C" Relief Nurses will be credited with seniority as follows, provided there has been no break in employment as set forth in Section 34:

- a. the full period the Relief Nurse has been employed by the Employer as a Nurse, and
- b. at a ratio of two (2) years of service for one (1) year of seniority credit for all periods of employment as a Relief Nurse, provided the Relief Nurse maintained her/his commitment under Section 14 during such periods.

As an example, a Nurse who has worked 4 years as a Nurse and then, without a break in employment, has continued to work an additional 10 years as a "B" Relief Nurse will be credited with a total of 9 years seniority for the purposes of Section 22.

23.5 Transfers pursuant to this Section 22 shall occur on the first day of the pay period that is agreed upon by the releasing manager and the new manager. No Nurse shall be denied a transfer based on a failure of the releasing and new managers to agree on the transfer date.

SIDE LETTER

**Between
Lucile Salter Packard Children's Hospital at Stanford
And
CRONA
Re Temporary Relief Position While Pursuing Education
2019**

(A) Purpose. The purpose of this Side Letter is to provide eligible Nurses the opportunity to move to a Relief B position temporarily to allow them to pursue a BSN or MSN degree while continuing to work at the Employer.

(B) Eligibility and Qualifications. All 0.8 time or more Regular Nurses with five (5) or more years of continuous service with the Employer and who are enrolled in an accredited educational program culminating in a BSN or MSN degree are eligible to request a temporary Relief B position and to apply for a posted temporary Relief B position under this Side Letter.

(C) Number of Temporary Relief Positions. In each unit with at least ten (10) Regular Nurses, one temporary Relief Nurse position will be made available under this Side Letter, with one (1) additional temporary Relief Nurse position made available for every seventy-five (75) Regular Nurses who are regularly assigned to the unit. As an example, a unit with eighty (80) Regular Nurses assigned to the unit shall have two (2) temporary Relief Nurse positions available.

(D) Assignment to Temporary Relief Position. At least sixty (60) days in advance of the requested start of the temporary relief position, an eligible Nurse may submit a written request to the Nurse's supervisor for a temporary Relief B position under this Side Letter. Upon receipt of the request, if the unit does not currently have the full number of temporary Relief positions provided for in paragraph (C) filled or if the unit's temporary Relief positions are all filled but at least one of those positions is currently occupied by a returning Nurse as defined in paragraph (I), the Employer will post to all Nurses on the unit a temporary Relief Nurse position open only to Nurses who are eligible under paragraph (B). All such eligible Nurses may apply for the posting. If the unit's temporary Relief positions are all filled but at least one of those positions is currently occupied by a returning Nurse, any temporary Relief position posted in the unit shall be filled when the returning Nurse vacates the temporary Relief position.

(E) Selection. Selection among eligible applicants shall be based on seniority.

(F) No Trial Period. A Nurse granted a temporary Relief position under this Side Letter will not serve a trial period as a Relief Nurse.

(G) Return to Open Position. A Nurse who receives a temporary Relief position shall have the right to apply at any time for any available posted position for which the Nurse is qualified, pursuant to the procedures of Section 23 (Vacancies and Internal Transfers). A Nurse granted a temporary Relief position who subsequently returns to a Regular Nurse position or accepts another position will have no adjustment to her/his hire date, except that the provisions of Section 23.4 shall apply to the Nurse.

(H) Documentation. A Nurse granted a temporary Relief position under this Side Letter will provide documentation of enrollment in the accredited educational program each academic term to the Employer.

(I) End of Temporary Relief Nurse Position. The term of a temporary Relief position under this Side Letter shall last so long as the Nurse is enrolled in the degree program, for up to a maximum of two years. When the term of the temporary Relief position ends, the Nurse, referred to as a “returning Nurse” for purposes of this Side Letter, shall have up to three (3) additional months in the Relief position to obtain a vacant permanent position. A returning Nurse who has not obtained a permanent position by the end of the three (3) ~~six (6)~~ months shall be separated from employment.

~~(J) Expiration of Side Letter. The Parties will work together jointly to make this new program a success. Upon expiration of the 2019 — 2022 Agreement, this Side Letter shall have no continuing force and effect, unless the Parties agree that the program has been successful and agree to include the program in the successor Agreement.~~

NAI-1526763173v1

LPCH – CRONA NEGOTIATIONS
LPCH TENTATIVE AGREEMENTS WITH CRONA
April 8, 2022

LPCH and CRONA hereby tentatively agree to revise the following provisions of their Agreement as shown below:

- 1) Revise Section 24 (Payroll Procedures) as shown in the attached;
- 2) Delete Side Letter on Traveler Orientation and revise Section 7.11 (Preceptor Program Differential) as shown in the attached;
- 3) Revise Section 18 (Leaves of Absence) as shown in the attached;
- 4) Revise Side Letter re Use of Travelers as shown in the attached;
- 5) Revise Section 28.2.5 (Step Five – Arbitration) as shown in the attached;
- 6) Revise Section 17.9 (Schedule Posting) as shown in the attached;
- 7) Revise Section 7.13 (Certification Pay) as shown in the attached. In addition, the parties agree to include in their overall Tentative Agreement the following related to Section 7.13: Prior to the commencement of the first semiannual certification payment in October 2022, Nurses shall be eligible for a final quarterly payment of \$375 in July 2022, subject to the terms of the 2019 – 2022 Agreement. The Hospital agrees that a Nurse who has timely uploaded a valid certification or recertification into Healthstream (or equivalent system) that is illegible, such as a document containing an expiration date that is not readable, will be notified of that circumstance and provided at least thirty (30) days to remedy the error; and if that Nurse remedies the error within that time period, the Nurse will receive the incentive payment as if there had been no error;
- 8) Revise Section 19.1.1, as shown in the attached;
- 9) Add the following new Seniority Tie-breaker provision as a new subsection to the Seniority Section, as shown in the attached; and
- 10) PNDP: Revise Section IX (Renewal Application Process – Panel Year), as shown in the attached.

Date: April 12, 2022

CRONA: _____

Date: April 12, 2022

SHC: _____

SECTION 24 PAYROLL PROCEDURES

- 24.1 Direct Deposit: The Employer shall, upon written authorization by the individual Nurse, deposit the Nurse's pay in a bank of the Nurse's choice that is located in the State of California, any bank in the United States that is a member of the Federal Reserve Banking System, or the Stanford Federal Credit Union. For nurses who do not elect direct deposit, paychecks will be mailed to the Nurse's address on file on the Wednesday following the end of the two (2) week pay period ending the previous Saturday. A documentary record of direct deposits will be available online, or if requested, will be mailed to the last mailing address provided by the Nurse.
- 24.2 Late and Missing Time Cards: Wages owed due to late or missing timecards or time entries for an entire pay period will be paid on Monday following the normal Friday pay day.

24.3 Emergency Pay Checks:

- ~~24.3.1 Special checks issued earlier than the normal pay day may be requested for "unforeseeable emergencies" under only the following conditions:~~
- ~~a. A cash out of PTO hours as provided by Section 9.1.4(m); or~~
 - ~~b. For Nurses who do not have PTO available to cash out, an early payment, not to exceed the net amount (after deductions) earned for hours actually worked in that pay period by the Nurse. Instances of being absent from work on payday or having obligations fall due prior to payday are not considered emergencies. Any such early payment will be deducted from the Nurse's next check.~~
- ~~24.3.2 Special checks are early in relation to normal payday and do not represent pay advances. These are checks issued for the past pay period only.~~
- ~~24.3.3 Special checks for which an Interim Check Request Form is submitted by 10:00 AM Tuesday and Friday, will be available no later than the next business day. Special checks will be mailed to the employee's home address.~~
- ~~24.3.4 Drawing special checks is an expensive and time consuming process. Nurses are urged to keep special check requests to an absolute minimum.~~

24.4 Correction of Payroll Errors:

- ~~24.4.1~~ 24.3.1 An underpayment in a paycheck of pay for eight (8) or more hours due to an error by the Employer shall be remedied no later than five (5) business days after the error has been reported, unless Payroll has not been able to verify the error during that time period.
- ~~24.4.2~~ 24.3.2 Other underpayments and overpayments will normally be rectified on the paycheck following the detection of the error. Repayment plans may be developed by the Payroll Office if an amount to be repaid would cause a hardship to the Nurse. All repayment plans must ensure the return of the full

amount prior to completion of any employment contract or termination of employment.

~~24.4.3~~ 24.3.3 Payroll shall make diligent efforts to verify and correct any payroll errors that are reported to or otherwise become known by Payroll. If Payroll is not able to verify an error covered by Section 24.4.1 within the designated time period, the Nurse(s) who reported the error and CRONA shall be informed within the designated time period of the reasons for the delay in resolving the error.

~~24.5 Paycheck In Advance Due to Absence: An early pay check may be issued to a Nurse without direct deposit who is scheduled to be absent from work on payday in conjunction with five or more scheduled PTO days. Such checks may be requested in accordance with the procedures of Section 24.3.3, above.~~

~~24.6~~ 24.4 Paycheck Questions: Each Unit manager shall notify the Nurses in the Unit of a designated person to whom questions from Nurses regarding paychecks should be directed. Nurses must advise the designated person of any error in their paychecks promptly.

7.11 Preceptor Program Differential.

- 7.11.1 A Nurse assigned by the Employer as a Preceptor pursuant to this section will be paid a premium of three dollars (\$3.00) per hour for all hours worked as an assigned Preceptor. To be eligible for this differential, a Preceptor must have been assigned in writing by the Preceptor's manager or designee pursuant to this Section to function in the role for a specific Nurse.
- 7.11.2 For purposes of this section, a Preceptor is an experienced nurse assigned to function as a role model, teacher, and evaluator for a specific nurse. During the hours the Preceptor is so assigned, the nurse receiving training from the Preceptor is not considered in the count in the unit under applicable staffing laws and rules.
- 7.11.3 For purposes of this section, a Preceptor is responsible for planning, organizing, and evaluating the knowledge and skill development of a nurse in a formalized training program such as, but not limited to, the New Graduate/New Resident Training Program and the Specialty Training Programs (e.g. Critical Care, OR, Hematology/Oncology, and L&D). In addition, a Preceptor may be assigned to provide formalized training for newly hired experienced Nurses and for current Nurses who need specific and formalized training in connection with a relocation to a different unit of the Hospital or to a different role within the same unit. A Preceptor may also be assigned to precept a Nurse in the same unit who is learning a new specialty skill, such as advanced surgical procedure, transportation of critical care patients, ECMO, VADs and CRRT.
- 7.11.4 The length of a formalized training program and the amount of formalized training shall be determined by the Employer.
- 7.11.5 The decision of a Nurse to become eligible for Preceptor assignments is voluntary. A Nurse who has volunteered to act as a Preceptor shall receive education and training for the role, complete an initial competency validation and thereafter may be assigned Preceptor duties so long as the Nurse's competency is current.
- 7.11.6 The Employer shall provide a Nurse the opportunity to complete a Preceptor Training Program prior to serving as a Preceptor. The Employer will pay Nurses for the time spent and expenses incurred in participating in the Preceptor Training Program and will use best efforts to provide Nurses an opportunity to participate in the Preceptor Training Program within the Nurse's regular commitment.
- 7.11.7 Preceptor competency shall be completed annually. Individual training needs will be identified annually by the Manager or designee through completion of the Preceptor competency.
- 7.11.8 A qualified Preceptor may request to be removed from the Preceptor program or to be relieved temporarily of Preceptor duties by making a request to her or his Manager and such request shall not be unreasonably denied, taking into consideration the staffing and training needs of the unit, and patient care. A

manager who denies a request shall provide an estimate in writing of the time period by which the Nurse's request may be granted.

7.11.9 Each unit will maintain a list of qualified preceptors. In the event that a unit does not or will not have a sufficient number of qualified Preceptors, the matter will be discussed at Nurse Practice Committee. CRONA and the Employer agree to work collaboratively to identify Nurses who are interested in becoming Preceptors.

7.11.10 A Nurse assigned to orient a Traveler Nurse shall, for purposes of Section 7.11 only, be deemed to have been assigned to precept the Traveler Nurse while the Traveler Nurse is not in the count under applicable staffing laws and rules.

7.11.11 Pursuant to Section 7.11.10, a Nurse assigned to orient a Traveler Nurse shall be eligible to receive the precepting differential (i.e., \$3.00 per hour) for all hours orienting the Traveler Nurse while the Traveler Nurse is not in the count under applicable staffing laws and rules.

SECTION 18 LEAVES OF ABSENCE

18.1 Eligibility. Regular Nurses covered by this Agreement who have successfully completed the trial period and who expect to be absent for family, personal, medical (including pregnancy related disability), military, or educational reasons are eligible to apply for a leave of absence. Requests for review of leaves of absence by trial period Regular Nurses will be considered by the Employer on a case by case basis. Granting or denying such requests shall be at the sole discretion of the Employer unless otherwise required by law and not otherwise reviewable under the terms of the Agreement. A granting of a leave to a Regular Nurse in the trial period shall be considered as an automatic extension of the trial period for the period of leave granted. If an approved leave of absence is granted for a period that is less than seven (7) days and the absence exceeds seven (7) days, a leave of absence must be requested for the time exceeding seven (7) days and, if approved, all of the time off whether paid or unpaid will be considered part of a leave of absence.

18.2 Bereavement Leave. Regular Nurses will be eligible for up to three (3) working days of pay in lieu of scheduled hours in the event of a death in the Nurses' immediate family, including parents, legal guardians, spouse, children, stepchildren, grandparents, grandchildren, siblings, step siblings, step parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, and eligible domestic partner as defined in the Employer's Health Benefits Summary Plan Descriptions. Additional time off may be granted at the discretion of the Employer. Time off for deaths outside the "immediate family" may also be granted at the discretion of the Employer. If available, accumulated PTO will be used for time off.

A Relief Nurse will be entitled to seven (7) calendar days off without pay following the death of an "immediate family" member. Additional time off may be granted to the Relief Nurse at the discretion of the Employer.

Bereavement leave will be granted immediately following the death, unless funeral or memorial arrangements require other dates, which must be approved by the Nurses' manager. The Employer may require reasonable documentation of the death, and/or of the funeral or memorial arrangements requiring dates other than those immediately following the death.

A Regular Nurse will be eligible to take prescheduled vacation, even if the Nurse has insufficient PTO, if the insufficient PTO is a result of the use of PTO for bereavement, as per Section 18.2. This will apply if the insufficient PTO is a result of PTO for bereavement which occurred following the scheduling of the vacation.

18.3 Leave Categories.

18.3.1 Educational Leave.

- a. The purpose of educational leave is to grant Regular Nurses time off for the pursuit of education pertinent to her or his employment at the Employer. Job relatedness of any particular education program is to be determined by the definitions set forth in Section 13 of this Agreement.

- b. Regular Nurses who have satisfactorily completed one (1) year of regular full-time employment, or eighteen (18) months of part-time employment of at least 0.5 time, or eighteen (18) months of combined full-time and part-time employment of at least 0.5 time, are eligible to apply for educational leave.
- c. Educational leave must be approved by the Nurse's supervisor and the Vice President of Patient Care.
- d. If an educational leave of absence exceeds one-hundred eighty (180) calendar days, the Regular Nurse's hire and review dates will be adjusted forward for the entire period of unpaid time off which exceeds one-hundred eighty (180) calendar days.

18.3.2 State and Federal Family and Medical Leave. Nurses who have been employed by the Employer for at least twelve (12) months and have worked for the Employer at least twelve hundred fifty (1250) hours during the previous twelve (12) months are eligible for Family/Medical Leave in accordance with State and Federal laws. This agreement does not reduce a Nurse's, right to Family Medical Leave under applicable State and Federal law:

- birth of the employee's child;
- the placement of a child with the employee as a result of adoption or foster care;
- the care of a spouse, domestic partner, child or parent with a serious health condition;
- a serious health condition that makes the employee unable to perform her/his job.

18.3.3 Medical Leaves of Absence. Regular Nurses who have passed the trial period who are not eligible for State and Federal Family and Medical Leave are eligible to apply for medical leave.

- a. Regular Nurses who become ill, injured, or otherwise medically incapacitated, and who expect to be absent for more than seven (7) consecutive calendar days, must request a medical leave of absence using the intake process established by the Employer and submitting required Certification of Healthcare Provider for Employee's Serious Health Condition (Family and Medical Leave Act) Form. A medical leave of absence must be requested as soon as the Nurse is aware of the need for the leave.
- b. The form must be completed in its entirety. If these dates change or if any different limitations are imposed by the physician, the Regular Nurse must furnish an updated Certification to the Employer or its designee. It is the Nurse's responsibility to inform her or his personal physician of the normal job requirements in order to assist in determining the cease-work date, work limitations, and the return-to-

work date. A final return-to-work date will be determined after review of the Return to Work Authorization on the Physician's Letter signed by the Regular Nurse's personal physician. A clearance must be obtained by the employee from ~~Employee Health Service~~ Occupational Health Services, or from another entity the Employer has informed the Nurse is responsible for providing clearance, for work related injury and illness, or infectious disease prior to return to work. At the discretion of the employee's supervisor an authorization for return to work ~~from Employee Health Service~~ may be required for other injury or illness prior to the employee's return to work. The Nurse cannot return to work until cleared in accordance with the above.

- 18.3.4 Pregnancy Related Disability Leave. All female Regular Nurses covered by this Agreement are eligible for pregnancy related disability leave. The leave is granted at the request of the Regular Nurse, for the period of time during which she is incapable of performing her job because of medical disability resulting from pregnancy, delivery, or post-childbirth recovery. The Regular Nurse may take the leave without pay or use accrued PTO during any waiting period before ESL or State Disability becomes available, and may use PTO for any period after ESL is exhausted, or integrated with any State Disability income received, not to exceed the Regular Nurse's normal pay. The leave may be as long as six (6) months when a verified disability exists. If the Nurse remains disabled following the end date of the leave the situation will be treated as any other non-work-related medical disability as defined in this Section.
- 18.3.5 Parental Leave of Absence (Non-Disability). All Regular Nurses covered by this Agreement are eligible to request parental leave related to the birth or adoption of her/his child. If the Regular Nurse is not eligible for State and Federal Family Leave (see 18.3.2), a personal leave without pay may be granted for up to one-hundred eighty (180) days following childbirth or adoption or upon the conclusion of the Nurse's pregnancy related disability, if any. A personal leave for parental leave purposes will not be unreasonably denied. The Nurse may take the leave without pay or use accrued PTO.
- 18.3.6 Personal Leave of Absence.
- a. Personal leave of absence may be granted at the discretion of the Regular Nurse's Manager. A personal leave of absence may not be granted for other compensated employment. Unless approval is granted pursuant to 18.8.3 below, unpaid Personal Leave will be granted only after PTO, including Cashout PTO, if any, has been exhausted.
 - b. Applications for personal leave of absence must be made using the intake process established by the Employer and must state the specific reason for the time off requested.
- 18.3.7 Military Training Leaves. When a Regular Nurse is required to perform annual military training duty or is called to active duty, a leave will be granted in accordance with Federal Law. A Regular Nurse will upon request provide the

Employer copies of her or his induction papers, active duty orders and orders to report for active annual duty training.

18.4 Duration of Leave. Leaves of absence may be granted up to the following maximum amounts of time:

- 18.4.1 Personal – One-hundred eighty (180) days with a possible one-hundred eighty (180) day extension.
- 18.4.2 Educational – One (1) calendar year.
- 18.4.3 Military – A leave will be granted in accordance with federal law.
- 18.4.4 State and Federal Family and Medical Leave – As required by Federal and State laws.
- 18.4.5 Medical (including pregnancy related disability) – Up to one-hundred eighty (180) days. A personal leave of absence may be requested up to an additional one-hundred eighty (180) days.
- 18.4.6 Parental leave – One-hundred eighty (180) days.

18.5 Combinations of Leaves of Absences. Excluding military and educational leaves of absence, no combination of leaves shall be granted within any three hundred sixty-five (365) day period, measured from the first day of the first such leave, which considered together exceed one hundred eighty (180) days unless a personal leave of absence extension of up to six (6) months is granted at the sole discretion of the Regular Nurse's supervisor with the approval of the Vice President of Patient Care. Regular Nurses with fifteen (15) years or more of service shall be granted an additional thirty (30) days of medical leave if the Nurse's evaluations have been satisfactory and there are no corrective actions in the Nurse's personnel file.

18.6 Reinstatement Rights.

- 18.6.1 In the case of State and Federal Family and Medical leaves of absence, personal and parental leaves of absence (including pregnancy related disability) up to one-hundred eighty (180) days, Regular Nurses will be offered the same or similar positions. Similar includes the same classification, pay, and benefits, but not necessarily the same shift and/or unit to which the Nurse was assigned prior to the leave of absence.
- 18.6.2 In the case of personal leaves over one-hundred eighty (180) days and educational leaves, reinstatement is not guaranteed, but a Regular Nurse will be offered the same or any similar existing vacancy upon returning from the leave.
- 18.6.3 Return from military leave shall be in accordance with federal law provided that the Regular Nurse requests reinstatement within the time provided by federal law.

- 18.7 Working Leave Status. A Regular Nurse on any leave of absence may work on a Relief basis when and if her/his condition allows it and if the department has need for such Relief employment.
- 18.8 Procedures.
- 18.8.1 A Regular Nurse shall request a leave of absence using the established intake process thirty (30) days in advance of the desired starting date, except in the case of an extreme emergency. The request shall state the specific type of leave and provide supporting information as established in this Section and the Employer's policies, and the dates of the Leave.
- 18.8.2 A Regular Nurse who is granted a leave of absence will be informed on the Leave of Absence Request and Authorization the dates of the Leave, benefit limitations, insurance procedures, and the requirements for and the conditions under which the Nurse may return to work.
- 18.8.3 At the discretion of the Nurse's Manager it is not necessary for a Regular Nurse to completely exhaust PTO before a personal leave is granted.
- 18.9 A Regular Nurse shall not forfeit any accrued benefits during an authorized leave of absence, or accrue any benefits during such leave. A Regular Nurse's Adjusted Hire Date will be changed for a leave of absence of more than six (6) months, except as provided in 18.10, below.
- 18.10 Subject to the terms and conditions established by the Employer's insurance plans, Regular Nurses on authorized Medical leave of absence or State and Federal Family and Medical leaves of absence who have Employer-paid premiums under the Employer's Group Medical, Dental, and Basic Life Insurance, described in Section 8, will continue to have such group coverage premiums paid by the Employer if they continue to pay employee contributions. Regular Nurses on any other authorized leave do not receive Employer contributions but may pay the entire required premium for continuous group coverage for themselves, their spouse/domestic partner and dependents. The Regular Nurse may arrange for continued coverage by making monthly premium payments through the Benefits Office, subject to the terms and conditions established by the Employer's insurance plans. Participation will continue in Retirement Plans and time lost due to a Worker's Compensation injury or occupational illness will count toward vesting requirements for Regular Nurses covered by the Employer's Pension Plan. Further, a Regular Nurse on an authorized Medical leave of absence due to a Worker's Compensation injury or occupational illness status shall not suffer any loss of seniority. The original date of hire or the adjusted hire date (if previously adjusted) and the next review date shall be maintained. If a Regular Nurse is still absent when eligible for review, the review will be postponed until the Nurse returns to work.
- 18.11 Any Regular Nurse covered by this Agreement will have the option to purchase Employer offered medical and dental insurance at group rates for up to one (1) year while on an approved Educational Leave of Absence.
- 18.12 Return from Leave.

- 18.12.1 Advance Notice. Regular Nurses on approved leave of absence are expected to return to work on the first scheduled work day following the expiration date of the leave. In the event a Regular Nurse is unable to return for any reason, or is unable to perform any or all of the essential functions of the job, s/he must contact the Leave Coordinator at least two (2) weeks in advance of the expiration of the leave.
- 18.12.2 Failure to Return. If a Regular Nurse fails to return to work at the expiration of a leave of absence, s/he will be deemed to have resigned her/his employment. See Section 6.4 for Nurses rehired following a termination because of the Nurse's own medical leave.

BK
FEK

SIDE LETTER
Between
Lucile Salter Packard Children's Hospital at Stanford
And
CRONA

Re Use of Travelers

2022~~19~~

~~In conjunction with their 2013—2016 and 2016—2019~~ During negotiations conducted in 2022 as well as prior negotiations, Lucile Salter Packard Children's Hospital at Stanford and CRONA discussed the Hospital's use of Travel Nurses ("Travelers"), including CRONA's concerns regarding extent of the use of Travelers at the Hospital. In light of these discussions, the parties have agreed as follows:

1. The Hospital will include the commitment level and active status of Nurses represented by CRONA in the information provided on a monthly basis to CRONA, in Excel or a comparable electronic format, under Section 4.3 of the Agreement;
2. The vacancies posted at the Hospital shall remain available online to CRONA;
3. On a monthly basis, the Hospital shall provide a list of all posted vacancies for positions within the bargaining unit, by Cost Center, that have remained unfilled for more than eight (8) weeks;
4. Upon CRONA's written request, which may be made no more often than every ~~three (3) months~~ month, the Hospital shall provide to CRONA a report showing the number and monthly total of FTEs by Cost Center of Travelers at the Hospital for used by unit or cost center, along with the commitment levels of the individual Travelers used in each unit or cost center, since the last report was provided to CRONA, up to the prior twelve (12) months ~~or the period since the last such report was provided to CRONA, whichever period is shorter~~. The report shall be provided in Excel or a comparable electronic format; and
5. The Hospital's use of Travelers, including but not limited to the use reflected in and/or related to the information provided by the Hospital to CRONA pursuant to this Side Letter, may be discussed at the Joint Conference. If CRONA seeks to discuss this topic at a Joint Conference meeting, CRONA shall give at least seven (7) calendar days notice to the Hospital.

This Side Letter is without prejudice to either CRONA's position or the Hospital's position regarding any contractual or other limitations on the Hospital's use of Travelers. CRONA has reserved any and all rights it has under the collective bargaining agreement to challenge the Hospital's use of Travelers, and the Hospital has reserved any and all rights it has to use Travelers at the Hospital.

BJK
FEK

28.2.5 Step Five – Arbitration.

- a. When CRONA has requested arbitration in accordance with this Section, CRONA and a representative designated by the Employer shall attempt to reach Agreement on an arbitrator by informal discussion. If agreement has not been reached within five (5) working days of the request for arbitration, the arbitrator shall be selected from the following ~~five~~seven (~~5~~7) persons by the alternative striking of names, with the Employer striking first, until one remains, who shall be the arbitrator:

Anne Andrews Ellis, Alexander Cohn, ~~Matt~~Matthew Goldberg, ~~Anita~~
~~Christine Knowlton~~, ~~Frank Silver~~, ~~Thomas Angelo~~Ronald Hoh, John
Kagel, Geraldine Randall, and ~~John Kagel~~Iona Turner.

The first strike for arbitrators will be rotated between CRONA and the Employer.

- b. Hearing. The arbitration shall begin as soon as possible giving due consideration to the schedules of the representatives and witnesses of the parties provided that failure of CRONA to request the setting of a hearing date within sixty (60) calendar days of the referral to arbitration shall result in a waiver of the claim. The hearing shall be closed unless the arbitrator rules otherwise. Prior to the hearing the parties shall attempt to reach agreement on a joint submission of the case to the arbitrator. If the parties fail to agree on a joint submission, each shall present a separate submission, and the arbitrator shall determine the issue or issues to be heard provided that the issue is arbitrable in accordance with this Section. The joint or separate submissions shall state the issue or issues and the specific Section or Sections of this Agreement which the arbitrator is to interpret or apply.
- c. Resolution.
1. After such hearing the arbitrator shall render as soon as possible a decision which shall be final and binding on all parties.
 2. The arbitrator shall have no power to add to, subtract from, alter, modify or amend any of the terms or provisions of this Agreement.
 3. The arbitrator's authority to award monetary damages shall be limited to compensatory damages.
- d. Expense. The cost of compensation and expenses of the arbitrator, including the cost of a transcript unless a transcript is waived by mutual agreement of the parties and the arbitrator, shall be divided equally between the parties. However, each party shall bear its own expenses of representation and witnesses.

e. Expedited Arbitration. The parties may agree in writing that an individual grievance or grievances be submitted to expedited arbitration as set forth in this subsection e.

1. The arbitrator shall conduct a hearing at the earliest date;
2. Unless ordered by the arbitrator, there shall be no transcript of the hearing and post hearing briefs shall be waived;
3. The arbitrator shall use best efforts to render a decision within ten (10) working days following the arbitrator's closing the hearing record.
4. Except to the extent modified in this subsection e., the remaining provisions of Section 28 shall be applicable to expedited arbitration.

- 17.9 Schedule Posting. Schedules shall be posted for four (4) week periods at a time. The posting shall be at least two (2) weeks before the start of the schedule period. No later than the start of the schedule posting period commencing at least sixty (60) days after ratification, the posted schedule shall reflect when a Nurse is scheduled to work over the Nurse's minimum regular commitment.

7.13 Certification Pay

7.13.1 A Nurse who possesses or obtains a national certification or recertification that is either the most applicable certification in the Nurse's area of specialty or a certification that supports the basic clinical practice in the Nurse's area of work shall receive a ~~quarterly~~semiannual payment of ~~three~~seven hundred and ~~seventy-five~~fifty dollars (~~\$375~~750) (equal to one thousand five hundred dollars (\$1,500) annually), subject to the provisions below:

- a. To be eligible for the incentive payment, the certification or recertification must be one that has been approved by the ANCC or one which the Employer's Chief Nursing Officer, in her or his discretion, has approved and added to a list of approved certifications. CRONA's input will be considered before any such determination is made. Non-ANCC-approved certifications must reflect a discrete body of knowledge and skills with respect to a particular subject matter or scope of practice, and substantiate advanced contributions to nursing practice.
- b. To be eligible for an incentive payment, the Nurse must upload into the Healthstream or equivalent system proof of a valid certification, which shall be subject to verification, at least thirty (30) days prior to the beginning of the month in which the ~~quarterly~~ payment shall be made, except that a valid certification that has been entered into the Healthstream or equivalent system and has been verified, does not need to be re-entered in subsequent ~~quarters~~periods so long as the certification remains valid. The Employer shall rely on the uploaded certification documents that are submitted by the deadline for purposes of validating certifications or recertifications for an incentive payment.
- c. The first ~~quarterly~~semiannual payment shall be made in the first full pay period of ~~July 2020~~October 2022. Thereafter, the payments shall be made in the first full pay period of the month every ~~three~~six months, ~~except that the final payment under the 2019 — 2022 Agreement shall be made on or before March 31, 2022.~~
- d. Regardless of the number of certifications or recertifications obtained or held by a Nurse, the Nurse will not receive more than the annual amount of one thousand five hundred dollars (\$1,500).

- 19.1.1 No more often than once every calendar year and before ~~September~~July 1st, each unit has the option to vote on whether Thanksgiving (A) or New Year's (C) will be the excluded holiday for that year, with the other two holidays being the designated holidays. Such a vote may be requested by any Nurse on the unit by making a written request to the unit manager on or before June 15, and the vote will be held by July 1. The unit manager shall conduct the vote among the Nurses assigned to the unit.

35.1.6

Beginning on the date of ratification of the [YEAR] – [YEAR] Agreement, if seniority is determinative among two or more Regular Nurses with equal seniority, the order of seniority will be determined by the employee number, with the lower number being considered the most senior. This provision does not alter any seniority determinations among Nurses with equal seniority within the same unit or area of practice that predate the ratification date of the [YEAR] – [YEAR] Agreement.

BUC
RK

**Lucile Salter Packard Children's Hospital
at Stanford**

Professional Nurse

Development

Program (PNDP)

~~2019 – 2022~~

[YEAR] – [YEAR]

IX. Renewal Application Process – (Panel Year)

It is the applicant's responsibility to notify her/his manager in advance of his/her intention to apply for renewal in a timely manner (preferably in writing at least 45 days prior to the deadline for submitting the application packet), so that the manager can provide the appropriate support before the due date. It is the applicant's responsibility to present a complete application package with all required documentation to her/his manager no later than 14 days prior to the deadline for submitting the application packet. The applicant's application shall include the applicant's preferred email address to be contacted about the application process. After receipt of the Nurse Manager's approval of the packet, the applicant shall submit the application packet to the CPEI no later than the specified deadline. Copies of documentation must be retained by applicant for possible future verification of achievement.

1. The Panel will send renewal letters to current participants two (2) months prior to the expiration of the three-year term of their current status.
2. In light of the extension of the PNDP term from two (2) years to three (3) years, for incumbent CN IIIs and IVs, the next panel review shall be during the panel review period three years after the incumbent's last panel review. For example, if a nurse's last panel review was in 2017, her or his next panel review would be held in 2020, instead of in 2019.
3. Applicant will complete required forms including documentation to validate achievement of criteria.
4. Application portfolios will be due to the Nurse Manager by **February 1, June 1, or October 1.**
5. PNDP application portfolio must be reviewed and approved or denied by the Nurse Manager within two (2) weeks of its submission by the nurse.
6. The Panel (all eight (8) members, including alternates as appropriate) meets to discuss the application.
- ~~7. Applicant attends a panel interview and presents an exemplar to all eight (8) Panel members within forty (40) calendar days of the application due date.~~
- ~~8.~~ 7. The Panel (all eight (8) members, including alternates as appropriate), will determine if the applicant meets the criteria, and can award achievement by an affirmative vote of no less than a majority (5 of the 8) Panel members. The Panel will notify the applicant of its decision by e-mail at the applicant's preferred email address within seven (7) calendar days of the interview. If the nurse is denied, a written explanation will be provided at the same time as the notification. Any panel member who is from the same unit as the applicant may recuse himself or herself.
- ~~9.~~ 8. No change will be made to the status of the nurse's level until written notification of acceptance, or in the case of denial, until the appeal process is complete.
- ~~10.~~ 9. A nurse can submit an application portfolio for promotion no more than two (2) times per calendar year. A Nurse may apply for promotion to Clinical Nurse IV within twelve months of his/her successful application to Clinical Nurse III, assuming that the points and activities supporting the application for Clinical Nurse IV remain current.
- ~~11.~~ 10. If a Nurse is denied renewal by the Nurse Manager or Panel (s)he may exercise the appeal rights as set forth in Section XIV below.
- ~~12.~~ 11. If a Clinical Nurse II applies for Clinical Nurse IV and is denied, but the Panel determines that the Nurse meets the Clinical Nurse III requirements, the Panel shall offer a Clinical Nurse III position to the Nurse. The Applicant must notify the Nurse Manager of the applicant's response within 10 days of the written notice from the panel.