



**CHILDREN'S HOSPITAL
& RESEARCH CENTER OAKLAND**

September 23, 2011

VIA FACSIMILE AND EMAIL

Mr. Joe Lindsay
Acute Care/Sutter Division Director
California Nurses Association
2000 Franklin Street
Oakland, CA 94612

RE: Children's Hospital & Research Center Oakland/CNA

Dear Joe:

Since we are at impasse, the Hospital will implement the following effective Monday, September 26, 2011, or as otherwise stated in the proposal, if later. Any proposal that would affect an already confirmed, posted schedule will become effective with the next posted schedule.

ASSISTANT HEAD NURSE
Tentative Agreement 8/17/10

Expand job description requirements for all future postings, as follows:

Three (3) years experience in respective clinical area; demonstrates comprehensive clinical knowledge of department/unit.

One year consistent charge nurse experience in clinical area; in the OR this means charge nurse experience in both inpatient and outpatient OR.

Active participant in a unit-based quality and/or operational improvement project in the last 2 years.

Staff development or teaching experience in a clinical area in the last 2 years (e.g., preceptor, wrote/revised policy, taught class).

Article 5.A. Wages

Indicated increases effective-the first day of the first pay period following the below date:

7/1/10	No Change
Ratification or 1/1/12, whichever occurs first	1.50%
7/1/12	1.50%

Article 7. Hours of Work

D. WEEKENDS OFF

D.2(a) Add before the last sentence: Any shifts of four (4) hours or less worked on a weekend will not be counted in the calculation of weekend overtime unless the nurse was sent home early from a longer shift. *Tentative Agreement 8/31/2010.*

D.2(b) Revise to read as follows: "All nurses with twenty (20) or more years of seniority shall be required to work one weekend per schedule period."

G. POSTING OF WORK SCHEDULES

Add the following new second sentence to the second paragraph: The Hospital shall not be required to grant a request for any shift that shall result in overtime anywhere on the monthly schedule. *Tentative Agreement 6/24/2010.*

J. Reduction of Hours for Medical Reasons:

Accommodations under this provision shall be re-evaluated every ninety (90) days, or at the expiration of the underlying medical certification, whichever comes first. A re-evaluation may also occur when the nurse requests an extension or when the circumstances described by the underlying certification have changed significantly. If Employee Health verifies and determines that the need for accommodation under this provision is permanent, the Hospital will grant a permanent reduction of hours in the RN's current position. For a permanent reduced hours positions, CNA and the Hospital agree that the reduction referred to is a waiver of the seniority requirements in Article 7.A.2.(a) Reduced hours schedule option. If a change in status is necessary the Hospital and CNA will review on a case by case basis. *Tentative Agreement 7/30/10.*

Article 11. Group Health Benefits

Health Plan – Changes Effective 1/1/12

(a) 100% Employer-Paid Plan – HMO

Office visit co-pay - \$15.00

Rx co-pay - \$10.00 Generic; \$20.00 for Formulary Brand; \$30.00 Non-formulary Brand (if applicable).

(b) PPO

Deductible: \$250 individual/\$500 family

Office visit co-pay - \$15.00

Rx co-pay - \$10.00 Generic; \$20.00 for Formulary Brand; \$30.00 for Non-formulary Brand

Employee Premium Contribution: 15% Total Premium/Month

(c) Dental Plan – Add annual deductible of \$50.00/covered participant.

Article 14F. Professional Leave

Tentative Agreement 8/6/10.

Nurses who have completed the probationary period may request unpaid leaves of absence not to exceed thirty (30) days for professional activities, such as, but not necessarily limited to, educational workshops, seminars, continuing education courses, and participation in bona fide activities of the Association and other professional nursing organizations. The Hospital will grant such leaves except on those occasions when such leaves would seriously affect staffing requirements. During a leave of at least one work week to participate in Association activities, the nurse shall be fully compensated by the Employer for any work days missed provided that CNA has advanced sufficient funds for this purpose (including payroll taxes). Pay shall be at the nurse's regular rate for the nurse's regularly scheduled hours. No pay will be due for hours in excess of the nurse's regular work day, or in excess of the nurse's regular workweek. Time spent on Association leave is considered paid time for all purposes except that it will not be considered time worked for the purposes of overtime calculation only. The foregoing compensation provision shall apply to a maximum of three (3) leaves in a calendar year.

Professional leaves under this section must be requested in writing thirty (30) days in advance of the proposed commencement of the leave, except as set forth below, or in cases where it is not possible to give thirty (30) days notice, in which event the nurse must give as much notice as possible.

A nurse may participate in disaster relief efforts sponsored by a state or federally recognized agency, including Registered Nurse Response Network (RNRN). The nurse must request such leaves seven (7) days in advance unless the nature of the disaster makes that amount of notice impossible, in which case the nurse must give as much notice as possible. The nurse will make her/his best effort to replace shifts on a posted schedule.

Article 22. Reduction In Force

Change to read as follows:

B. In the case of a temporary layoff, including unit closure, of fourteen (14) days or less, layoffs shall be conducted on the basis of seniority and personnel category within each of the affected shifts and nursing areas, as defined in Appendix B, in the Hospital, provided that in the judgment of the Hospital the competency and ability of the nurses are equal. Layoffs shall affect nurses in the various personnel categories in the following order (re-employment is in the reverse order):

1. Extra Shift Overtime
2. Temporary RNs not RNs in temporary assignments
3. Per Diem/Extra Shift
4. Regularly Scheduled Nurses (Full-Time, Part-Time, & Short Hour)

The Hospital will utilize voluntary reduction of hours prior to imposing a reduction as provided above, if in its opinion such a reduction will meet its needs and shall not sue managers, out of the bargaining unit RNs, travelers, agency or registry nurses if qualified nurses are available.

The Hospital further agrees that this temporary layoff provision shall not be used to circumvent the indefinite layoff procedures set forth below.

In the event of a daily/shift cancellation, the Hospital shall comply with Article 7.K. Reporting Pay.

Nurses shall be cancelled in reverse seniority order up to a maximum of two (2) cancellations for any one nurse in each three month period, January-March, April-June,

July-September, October-December. Notwithstanding the above, if all nurses in the cluster scheduled to work a given shift have been cancelled twice in the three-month period, the process will start over for that shift. This paragraph applies only to nurses subject to cancellation in Article 22B(4).

- C. In the case of an indefinite layoff, including position elimination, layoffs shall be conducted on the basis of the seniority of the nurse(s) working in the affected unit and/or shift or in the affected position(s), provided that in the judgment of the Hospital the competency and ability of the affected nurses are equal. Re-employment shall be by seniority as well.

Layoffs will be implemented by the following procedure:

1. Identify units and FTEs to be eliminated, by shift.
2. Identify the least senior RNs in the unit whose FTEs are equal to the number of FTEs to be cut. These RNs will be subject to layoff.
3. If the FTEs of the least senior RNs would result in unbalanced shifts, identify the least senior RNs whose FTEs would overstaff other shifts. These RNs will be subject to layoff.
4. Identify any new positions necessary on the unit to balance the shifts.
5. Offer the newly available positions in seniority order to the most senior of the affected RNs to balance the shifts.

Nurses who are subject to layoff under steps 1-5 above shall, in lieu of layoff, be offered, in order of seniority, any vacancy which provides at least the equivalent number of hours and for which (s)he is qualified. If there is no such vacancy, such nurse(s) shall be offered, the position of the least senior nurse in the house which will provide at least the equivalent number of hours of work and for which (s)he is qualified. An affected nurse may also choose to accept a posted position with reduced hours and/or waive their rights under Section D below.

Article 27. Floating.
Tentative Agreement 9/9/10

Article 27.1.g: "The Float Pool will be treated as two units, Critical Care and Acute Care, for voluntary cancellations, scheduling, and PTO purposes. The Float Pool will be treated as one unit for the purposes of trades and permanent layoff. Float Pool nurses will be subject to involuntary cancellations by clusters according to Appendix B."

2. Floating By Non Float Pool Nurses

d. Float Orientation

- i. All newly hired nurses will receive at least one (1) orientation shift on another unit of the nurse's choice before they will be considered eligible to float. Such orientation will consist of a shared assignment with a preceptor nurse. The Hospital will make reasonable efforts to have the float orientation take place during orientation for nurses with greater than one year of pediatric experience and within the last month of the first six months of employment for nurses with less than one year pediatric experience. Nurses in orientation for purposes of floating shall not be counted in staffing during such orientation.

Article 32. Position Posting and Filling of Vacancies.
Tentative Agreement 7/28/10

A. POSTING

Registered Nurse positions under this agreement which are permanently vacated or newly created in the Hospital shall be posted on the bulletin board for seven (7) days.

All positions will be posted with the following: Unit, Shift, FTE, estimated percentage range, or weeks of rotating shifts, if single shift variable start time, or specific shift time if different than usual shift times. When multiple identical positions are posted on the same day on the same unit for the same shift, a nurse need only apply for one such position to be considered for all.

C. PREFERENCE IN FILLING VACANCIES

Full-time, regular part-time, short-hour, per diem, and temporary nurses employed by the Hospital may apply for such permanent vacancy or newly-created position and shall be given preference in filling such vacancy on a seniority basis, provided: a) the nurse is qualified to fill the vacant position and b) approval of the application will not adversely affect patient care. A nurse is considered qualified if she/he meets the requirement of the job and is eligible to transfer at the time of the bid. The seniority of short-hour nurses shall be determined as set forth in Article 21.

3. Any nurse who has disciplinary action in their personnel file at the "Written" or "Suspension" level may apply for a new position and this request will be reviewed jointly by the Vice President of Patient Services and the Director of Human Resources, or their designee(s), to determine, on a case by case basis, if the transfer will be approved. If a nurse is the subject of a disciplinary investigation at the time of a job bid, the Hospital will hold the bid in abeyance for a maximum of four (4) weeks so the investigation can be completed and the request for transfer can be reviewed under this provision.

Article 38. Paid Time Off/Extended Sick Leave Program
Tentative Agreement 7/28/10

B. ACCUMULATION OF PAID TIME OFF

1. PTO Schedule

(c) Short-Hour Nurses. Short-Hour nurses shall be eligible for unpaid time off for vacation purposes. The amount of unpaid time off shall be based on accumulated length of employment with the Hospital and will vary as follows:

Two (2) calendar weeks during the first year of employment

Three (3) calendar weeks during the second year of employment

Four (4) calendar weeks during the third to fifth years of employment.

Five (5) calendar weeks during all years from sixth year onwards of employment.

(ii) Major Holiday Off. Also, the Hospital agrees to grant holiday time off to all regular nurses on at least one (1) of the following holidays: Christmas Day or New Year's Day. Nurses shall submit their schedule request for Christmas Day and New Year's Day and the holiday time off shall be granted according to seniority. Notwithstanding the above, nurses in the following units shall continue to use their current scheduling methods combining rotation and seniority: ICU, Emergency Department, 5 South, Off-site unit, and 4 South.

For units using a rotation system combined with seniority, to award Christmas and New Years off in advance of the holiday the following shall apply:

- The unit shall keep a record of the posted holiday schedule, actual nurses scheduled for the holiday shift in advance and the schedule put out the day of the holiday. This will maintain a record to comply with the rotation aspect of the contract.
- A request for time off list will be posted on the unit, with the exception of the ED, where staff will note their requests on the self-scheduling schedule. Nurses may request to work/have off either or both holidays. All shifts except Christmas and New Years are granted per the contract as described in Article 7G.
- Nurses who are entitled to the day off through the holiday rotation and seniority system will be awarded the shift off. The core number for the shift will be satisfied first by those wanting to work the holiday and then nurses will be assigned by reverse seniority to meet core numbers in accordance with Article 7G.
- No trades for either holiday shift will be approved.
- If a nurse decides to volunteer to work the holiday shift, she/he will notify the scheduler and the next most senior nurse will be offered the shift off. If the unit is overstaffed, nurses are granted the day off by seniority, not by the request for time off list. If a nurse is granted a holiday off in this fashion, she/he will be deemed to have worked the shift for the purposes of the rotation system. If she/he is granted the shift off in advance of the holiday shift she/he will be deemed to have been off for the purpose of the holiday rotation system.
- If a nurse calls in sick for the holiday shift, she/he will not be deemed to have worked the shift for the purpose of the holiday rotation system.
- If the shift is still overstaffed after nurses have been offered the day off nurses may volunteer to float where qualified. All daily cancellations are per the CNA contract Article 7K. Reporting Pay, Article 22. Reduction in Force and Appendix B.

In order for the Hospital to fulfill its obligation to grant all nurses at least Christmas Day or New Year's Day off, it may be necessary for a nurse exempt from weekend work to be scheduled on a major holiday shift that falls on a weekend.

D. USE OF ESL

1. Waiting Period. ESL is to be used for absences from work that exceed three (3) consecutive workdays and that are necessary because of the nurse's own disability. If the nurse is hospitalized overnight, undergoes surgery at a same-day/outpatient surgery center, is directed not to work due to a documented work related exposure, or if she/he becomes ill/injured within seven (7) calendar days of having used ESL, the three (3) day waiting period for access to ESL is waived for that absence. Up to three (3) days of ESL per year may also be used when a Nurse cannot report to work due to illness in the immediate family. For purposes of this paragraph, immediate family is restricted to the Nurse's spouse or domestic partner, child, or parent. In this case the waiting period will also be waived.

E.9. LEAVE SHARING PLAN

CHRCO employees may voluntarily donate a portion of their accumulated PTO hours to other employees who may suffer financial hardship due to a covered emergency. ESL hours are not transferable between employees.

PROCEDURES FOR ADMINISTRATION

Definitions

Employee donor: The employee who donates a portion of his/her accumulated PTO hours.

Employee recipient: The employee in need of PTO hours for a medical emergency or other covered emergency.

Medical emergency: A medical condition of an employee, family member, or loved one that requires prolonged absence from work which will exhaust all accrued paid leave benefits and will result in a substantial loss of income (10 scheduled work days or more) to the employee.

Other covered emergency: Catastrophes caused by natural disasters such as earthquakes, fires, and floods that require prolonged absence from work, which will exhaust all accrued paid leave benefits and will result in a substantial loss of income (10 scheduled work days or more) to the employee.

Eligibility

All regular employees eligible for PTO are eligible to participate in the Leave Sharing Plan as employee donors or recipients. Participation in the Leave Sharing Plan is strictly voluntary. The privacy of recipients, donors, and those who choose not to participate will be respected in administering the plan. Potential recipients may seek help anonymously. The identities of donors (and nondonors) will not be released.

Donated PTO

1. The PTO donation must be a minimum of four (4) hours.
2. The donated PTO hours are converted to a dollar value using the donor's current hourly wage rate. The dollar value is then converted back to hours based on the employee recipient's hourly wage.

For example:

Donor		Recipient	
Hours donated	x Hourly wage = Dollar	Dollar value	÷ Hourly wage = Hours received
8	x \$12.50 = \$100	\$100	÷ \$10 = 10 hours

3. If an employee recipient returns to work prior to using all the donated hours, the unused donated time will not be returned to the employee donor(s) but will be retained in the employee recipient's PTO bank.
4. If the employee recipient terminates employment or dies, the unused portion of the donated time will not be returned to the employee donor(s). The unused time will be paid to the employee recipient upon termination of employment or his or her estate in the event of death.
5. Payroll taxes on the value of donated hours are the responsibility of the employee recipient. Since the employee donor realizes no income, there is also no deductible expense for IRS reporting purposes.

Becoming a recipient or donor

1. An employee who wishes to receive donated PTO hours completes a Leave Sharing Plan Recipient Form, available from Human Resources, and submits the completed form to his/her manager.
2. The manager reviews the form for eligibility and forwards it to Human Resources for verification of the emergency.
3. Human Resources will assist with the communication needed on behalf of the potential employee recipient.

Becoming a donor

An employee who voluntarily wishes to donate accumulated PTO hours to a designated recipient completes a Leave Sharing Plan Donor Form that is available in Human Resources. The form is forwarded to Human Resources for processing with the Payroll Department. Payroll will process the transfer of the balances between employees.

Article 38. Paid Time Off/Extended Sick Leave Program *Tentative Agreement 9/29/2010*

New Section PTO Cash-Out: Effective January 1, 2011, no more than six hundred twenty-five (625) hours of PTO can be accumulated from prior anniversary years, and any excess amounts will be paid to the employee in the first pay period in October, unless and to the extent an employee has requested a vacation in which he/she will use all PTO in excess of the six hundred twenty-five (625) hours by the end of the calendar year (December 31) and such time off had been granted in accordance with the Collective Bargaining Agreement. The Hospital will allow nurses with more than six hundred twenty-five (625) hours accumulated PTO at ratification to schedule Paid Time Off in addition to that provided by Section C prior to December 31, 2011, provided such additional PTO is not inconsistent with patient care needs.

SIDE LETTER ON SCHEDULING, POSTING, AND AWARDING EXTRA WORK *Tentative Agreement 9/9/2010*

- Scheduling

Each RN is put on the schedule at his or her position hours/rate, appointed number of shifts per pay period. Each unit will post a schedule with everyone fulfilling their position requirements, with shifts off for PTO, annual/pre-scheduled PTO, leave, etc.

All nursing schedules will be made available to all units. The current methodology is to post these schedules on the computer system. If the Hospital decides to change the current methodology the Hospital will notify CNA of the change(s) and meet with CNA to explain it upon request.

- Extra Work After Schedule is Posted

All RNs may sign up for extra work at straight time on the posted schedule. When signing up for extra work beyond a nurse's regular schedule, all RNs may sign up if they are qualified to perform the work. To be confirmed the nurse shall make the request at least 72 hours before the requested extra shift. Such shifts will be clearly marked by a plus on the 4 week schedule and by extra on the daily/weekly printouts.

Nurses with a total disability based floating exemption that precludes them from floating may not sign up for confirmed extra shifts.

All these shifts are confirmed. RNs may not waive the overtime and shift rotation premiums provided for in the contract to be granted extra work.

- Confirmed Extra Work and Cancellation

On the day of the extra shift, if an RN is in an extra shift status, the RN will be cancelled first before RNs working their regularly scheduled shifts.

- Extra Work at Less Than 72 Hours Before a Shift

At less than 72 hours before a shift, RNs may make themselves available for extra work, and shall not be confirmed, by calling the staffing office and/or unit. These RNs can decline to take a shift if it means floating.

RNs making themselves available for extra work must notify the Hospital that they will be in overtime status.

The staffing office will call all qualified nurses on the availability list who would be working at straight time by seniority, then all qualified nurses on the availability list who would be working overtime by seniority, before calling all others for extra work.

RNs may not be asked to waive overtime status and or shift rotation premiums to be available for extra work.

If more than one qualified RN is available, the senior qualified RN available gets the work. RNs from within the cluster are awarded shifts before nurses outside the cluster. See Appendix B.

If no one is on the availability list the staffing office will call qualified RNs in seniority order starting with the highest seniority, unless the nurse is on the do not call list.

Work is awarded on a first response basis.

- Extra Work and Cancellation

If an RN comes in early on the shift prior to a regularly scheduled shift and stays working on to the regularly scheduled shift into overtime status, she cannot be sent home early due to the overtime status.

A nurse staying after her regularly scheduled shift onto the next shift is not guaranteed overtime and may be sent home if not needed.

If an RN works an extra weekend shift and ends up in overtime status on her regularly scheduled weekend, she cannot be cancelled or sent home early on her regular shift due to overtime status.

- Do Not Call List

RNs may fill out a form to place themselves on a do not call list. If a nurse does so, the staffing office will not call that nurse. The do not call list will also be available on each unit.

CALL DEFINITIONS AND PROCEDURES

Tentative Agreement 8/24/10

Surgical Services section header

Holidays and holiday call shifts for Apheresis program.

The holiday shifts that currently need to be covered by 32-hour call shifts include Christmas (starting at 1700 Christmas eve through 2300 Christmas day), Thanksgiving (1700 eve before Thanksgiving through 2300 Thanksgiving day), and New Year's Day (1700 New Year's eve through 2300 of New Year's day.) Holiday pay begins at 2300.

1. Call shall be offered by seniority to all qualified unit nurses who are competent to perform all emergent type Apheresis procedures.
2. No nurse shall sign up for more than 32 hours of holiday call unless there are shifts left unfilled. If an insufficient number of nurses sign up for holiday call shifts, the Hospital can assign the unfilled shifts by reverse seniority.
3. Shifts can be traded or given away by seniority.

Apheresis standby definition.

When a qualified RN is notified of the need to perform an emergent Apheresis procedure, and she accepts the assignment this initiates conventional standby status. A nurse in standby status will remain in that status until the standby is cancelled, the nurse arrives at the Hospital to start the procedure, or the nurse has remained in standby and then begins the nurse's scheduled shift. A nurse on standby receives half time pay unless during a holiday call shift which is three quarter pay. A nurse on standby, when called to work shall be compensated at time and one half the straight time rate including applicable shift and weekend differentials.

Nurses recalled to work will be guaranteed three (3) hours of work or payment in lieu thereof.

New Article on Walnut Creek: "The Hospital may decide to specify experience requirements for a generalist in the OR, PACU, or DI. The Hospital will rotate each nurse through all the specialties."

Tentative Agreement 8/24/10

Side Letter on Reduced Work Hours While Enrolled in Nursing Degree Program

Tentative Agreement 8/24/10

Nursing Administration at the Hospital supports Registered Nurses pursuing formal education programs in Nursing as a means of enhancing their professional development and ultimately benefiting our patients in our Hospital.

In order to meet baccalaureate or graduate formal education program requirements, a Registered Nurse staff member may need to request a reduction in work hours. Prior to initiating such a request, the RN staff member must meet the following requirement:

1. Has been employed at the Hospital in a benefited position for at least one year prior to the request and has at least a meets expectation evaluation.
2. Has written documentation of acceptance to a formal degree program in an NLN accredited school of nursing.
3. Is enrolled in a minimum of one-half the program course requirements per semester or quarter, (*i.e.*, in a Baccalaureate program, 15 semester units requires enrollment of 8 semester units and in a graduate program, 12 quarter units require a minimum enrollment of 6 quarter units.)
4. Is requesting reduction to no less than 2/5th time with corresponding contractual rates of pay and benefits.

5. Shifts in excess of her/his reduced schedule for a nurse who reduces hours under this Side Letter will be considered Extra Shifts.

If the above eligibility requirements are met, the RN should complete and submit a Waiver to Job Posting Requirements Request (text below) to the Nurse Manager. The Nurse Manager will approve or disapprove the Waiver Request based upon:

- a) Patient care needs of the unit;
- b) Number of Waiver Requests received and/or already granted on that unit;
- c) Seniority of employee;
- d) Fiscal constraints, if applicable.

If the Waiver Request is approved, the Nurse Manager will plan a semester or quarterly work schedule taking into consideration the class schedule submitted by the RN and the needs of the patient care unit. Upon completion of each quarter/semester, the staff member is required to submit evidence of course work completed and the next quarter/semester class schedule.

The Waiver Request must be submitted on a yearly basis while the staff member is an enrolled student. While every effort will be made to support the continuing student, it is important for the staff member to understand that changing needs of the patient care area may prevent the Nurse Manager from renewing the Waiver.

Waiver to Job Posting Requirements Request Text

“I am requesting a reduction in my work hours at Children’s Hospital in order to pursue a Baccalaureate or Master’s degree in Nursing. I agree to submit to my unit’s Nurse Manager proof of semester or quarterly enrollment verification and class schedule. It is understood by me that I shall be required to renew this request on an annual academic year basis while participating in the degree program. I understand that the accommodation of this reduction in hours is dependent on staffing requirements of the unit/hospital. I further understand that the above request reflects an Agreement between the Hospital and the Association to waive Article 32, Sections A (Posting), C (Preference in Filling Vacancies), D (Other Sources), E (Temporary Filling of Vacancies), F (Limits on Applications). I acknowledge that subject to the provisions of the CNA Agreement my benefit coverage may cease and my PTO/ESL accrual rates may cease or change depending on my employment status. Finally, I agree that upon completion of the educational program, I will be expected to return to my formerly scheduled work hours.”

Break Relief – pages 105-06 – replace current side letter with the following:

Preamble:

The Hospital shall provide break relief in accordance with this Side Letter.

The Charge Nurse will evaluate necessary break relief by first considering all available alternatives, including, but not limited to, combined assignments, other available nursing resources, including available charge nurse hours, discharges and admits, and open staffed beds, provided that these alternatives shall maintain staffing by acuity. A Charge Nurse shall not be required to both perform charge nurse duties and provide break relief when the acuity and census do not allow. The Hospital shall use its best efforts to maintain the role of the charge nurse. Following this evaluation, the Charge Nurse and unit manager/designee will confirm break relief when s/he confirms staffing. Nurses will not be required to take a break during their initial shift patient assessment, which should occur during the first hour of the nurse's shift, or while they are giving change of shift report.

Acute Care and Critical Care:

- (a) The Acute Care areas for break relief are: 5 South, 5 Surgical, 4 South, 4 Medical, Summit, Day Hospital and Admit Holding.
- (b) The Critical Care units for the purposes of this Side Letter are considered ICU, ICN, ED, PACU, and the OR.
- (c) Break relief may be provided, based on the assessed need (as outlined in the Preamble) through the following options. These assignments are in addition to the number of nurses required by the acuity of the patients:

- 1. 8 hour shift nurses that may cover several acute care units or ED, ICN or ICU during their shift for break relief. This relief shift will cover up to 6.5 hours of break relief. Alternatively, the ED may use part of a nurse's 8 or 12 hour shift for break relief.

4 hour break relief shifts that may cover several acute care units or ICN or ICU during their shift for break relief. This relief shift will cover 3 to 3.5 hours of break relief and will be scheduled for 0930-1330 and 1630-2030. The specific times may be flexible.

Team Support Nurse (TSN): The TSN is an 8 hour shift assignment in acute care that covers 2 units for break relief, in addition to supporting other clinical and patient flow activities as directed by the charge nurse or nursing supervisor. These activities shall include, but not be limited to: patient admissions, patient

Mr. Joe Lindsay
September 23, 2011
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transport within the Hospital, assistance with medical procedures, IV starts, or monitoring during diagnostic procedures not requiring conscious sedation. Qualifications for this role include at least one year of acute care experience, the ability to prioritize tasks, problem-solving skills and the ability to work well under pressure. This role will be implemented when the Hospital is on yellow or red alert status for beds, and may be implemented sooner by the Nursing Supervisor in consultation with the appropriate charge nurses. This role shall be awarded on a rotational basis in seniority order based on availability of the qualified nurse. Nurses will rotate through these roles periodically to maintain consistency in patient care. The TSN will not be awarded a float credit.

Break relief assignments will be made each shift based on identified need. Staff may make themselves available for break relief shifts, but are not prescheduled or pre-confirmed.

Any available hours from the PACU or ED nurses not required in their units may be used in the critical care units to provide break relief.

Team Leader Assignments: The Hospital will make reasonable efforts to assign a Team Leader in the ICU and ICN during times of high unit census. This role will include but not be limited to break relief, transport, procedures and admissions. Qualifications for this role include at least one year of critical care experience, the ability to prioritize tasks, problem-solving and communication skills and the ability to work well under pressure. This role will be assigned on a rotational basis in seniority order among qualified nurses, based on the availability of the qualified nurse. Nurses will rotate through these roles periodically to maintain consistency in patient care.

Should you have any questions, please feel free to contact me.

Sincerely,



B. Konard Jones
Vice President, Human Resources

cc: Ms. Nancy Shibata
Bonnie Glatzer, Esq.